

DEPARTMENT OF GENERAL SERVICES

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County Executive

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SOLICITATION AMENDMENT #1 Request for Proposals #1041220

August 28, 2014

PAGE 1 of 71 FOR THE PROCUREMENT OF: Consulting Services for Design for Life Tax Incentive Program
ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.
DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGES ARE APPLICABLE TO THE SOLICITATION:
<u>CHANGES</u>
Page 18 – Replace Page 18 with revised Page 18 (Changed Paragraph 1 under Task II). Page 19 – Replace Page 19 and 20 with revised page 19 and 20 (Change Provision D under Task III.
Page 23 – Replace with Revised Page 23 (Change Provision F.1.J). Added ATTACHMENT J
THERE ARE NO OTHER CHANGES.
THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS HAS NOT BEEN POSTPONED. ISSUED BY: David E. Dise, CPPO, Director, Department of General Services
NAME OF OFFEROR:(Type or print)
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN:
(Type or print)
OFFEROR'S SIGNATURE: DATE :
(Schuler)



Montgomery County, Maryland Web Portal Program Application Design & Development Guide

Web Portal Program Application Design and Development Guide

Prepared by:

Department of Technology Services
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Web Portal Program Application Design & Development Guide Table of Contents

- Purpose
- Planned Publication Date
- Applicability
- Scope
- Web Portal Application Design Specifications
 - General Design Requirements
 - Roles and Responsibilities
 - o Site Structure
 - Template Design Specifications
 - Mobile Template
 - Desktop Templates
 - Global Elements
 - Navigation Elements
 - Master Style Sheets
- Web Page Design Specifications
 - o Page Titles
 - Metatags
 - File / Folder Names
 - Character Encoding
 - Special Characters
 - Inline Styles
 - Headings
 - Hyperlinks
 - Tables
 - o Divisions and Spans
 - o Horizontal Line, Line Break, and Page Break
 - Lists
 - o Block Quotes





Web Portal Program Application Design & Development Guide Table of Contents (continued)

- Web Page Design Specifications (continued)
 - Forms
 - Image Files
 - Image Maps (Server-side and Client-side)
 - Document Files
 - Muiltimedia Files
 - Markup Language Files
 - Programming / Scripting / Style sheet Files
 - o Colors
 - o Spelling, Punctuation, and Grammar
 - Frames
- Web Portal Domain Servers
- Enterprise Database Servers
- Deploying Web Portal Applications
- Web Application Development Methods
- Web Portal Application Template Integration Requests
- Web Portal Template Design Change Requests
- References





Web Portal Program Application Design & Development Guide Purpose

- The Web Application Design and Development Guide will be provided for applicable County web application developers and decision-makers to better govern and implement the use of County web application design and development technologies
 - The standards, instructions, resources, and references necessary for applicable County web application developers to build, test, and publish web portal web applications will be provided in this Guide
 - In addition, the processes necessary to enable applicable web application developers or designated liaisons to access the County application development environments and to obtain technical support or assistance will also be provided in this Guide



Web Portal Program Application Design & Development Guide Planned Publication Date

- It is anticipated that the Web Application Design and Development Guide will be published in December, 2011
 - All applicable new web applications will need to be compliant with the Standards published in this Guide herein after the publication date
 - All applicable web applications published prior to the publication date will be granted an extended period of time (i. e. 24 months) to comply with the specifications herein
 - Web application owners may file for an exemption





Web Portal Program Application Design & Development Guide Applicability

 All County employee or associates (contractors, volunteers, partners [i.e. other government agencies, nonprofits, or business partners], interns, and other yet to be identified entities or parties) who maintain, program, and/or publish web applications on County Web Portal Domain (Intranet or Internet) web servers or web application servers





Web Portal Program Application Design & Development Guide Scope

- All applicable County web application pages hosted on the following production County Web Portal Domain (Internet and Intranet) web servers are in scope (these may be subject to change..)
 - County Internet Servers Currently in Scope
 - County Internet Portal Server
 - County Internet Application Server
 - Permitting Services Internet Server (Owned by Permitting Services)
 - MC311 Portal (Owned by MC311)
 - www5.montgomerycountymd.gov (GIS Map Server)
 - gis2.montgomerycountymd.gov (GIS Map Server)
 - gis3.montgomerycountymd.gov (GIS Map Server)
 - atms.montgomerycountymd.gov
 - alert.montgomerycountymd.gov
 - recweb.montgomerycountymd.gov
 - County Intranet Servers Currently in Scope
 - Intranet Portal Server
 - County Content Management Server
 - Google Mini Search Appliance Server





Web Portal Program Application Design & Development Guide General Design Requirements

- The County will design web portal templates for applicable County Web Portal Intranet and Internet web servers that will:
 - o abide by the Web Portal Governance policies and procedures
 - o provide continuity (County Brand) and flexibility
 - visitors will experience a new and improved look and feel that will be consistent sitewide
 - template layout and formatting specifications will include County "global" required elements (i.e. logos, images, search boxes, links, and styles) and will provide navigation and content editable areas
 - template designs will be provided in a three-column layout, a two-column layout, a one-column layout, and a mobile layout format
 - o enable quick and efficient site-wide design changes
 - a manageable number of common files, style sheets, scripts, and templates for desktop and mobile platforms will be used to control, present, and print content for thousands of web pages
 - users will be able to edit in-line styles while also integrating with the County master styles
 - provide additional content area or "real estate" for a better content presentation and user experience



Application Design & Development Guide General Design Requirements (continued)

- o be accessible, available/reliable, secure, cost effective, and fast performing
 - Accessibility
 - templates will be accessible in accordance with the County Web Accessibility Policy
 - accessibility tools will be made available to site administrators to scan and monitor web pages
 - Google language translation technologies will be integrated into the templates
 - Availability
 - Web Portal web pages to be available no less than 99.9% of the time
 - Content Management System to be available no less than 99.9% of the time
 - Performance
 - The average time for a County web portal server to process a client request and to serve a County Web Portal web page to should be less than .3 seconds or 300 milliseconds
 - The average total turn around time for a user to request and display a County Web Portal web page in their browser should be 3 seconds or less
 - Templates will be encoded using UTF-8
 - Resources
 - the existing County IT resources (hardware/software/staff/facilities) will be leveraged
 - Search and Discovery
 - interface with Google Site Search, an industry leading search technology, to enable web visitors to quickly and accurately search and discover relevant content by keyword or by phrase
 - Security
 - all applicable web pages will need to comply with the Web Application Security Guidelines
 - Web Application Technology
 - Microsoft ASP.NET (Framework 3.5 or better) and Extensible Markup Language (XML), reliable and proven technologies, will be used to serve pages and to interface with the County Content Management System



Web Portal Program Application Design & Development Guide General Design Requirements (continued)

- facilitate a new information architecture to improve site navigation and usability
 - o incorporate editable site level navigation menus
 - o provide global navigation mega-menus in the header
- support popular desktop and mobile devices and browsers, including but not limited to
 - Desktop Browsers
 - Internet Explorer (most recent County supported version)
 - Firefox (most recent version)
 - Chrome (most recent version)
 - Safari (most recent version)
 - Mobile Browsers
 - Internet Explorer Mobile (most recent version)
 - Firefox Mobile (most recent version)
 - Android (most recent version)
 - Safari (most recent version)
 - County Web Portal web pages should be made available to desktop web browsers installed on either the Windows or MAC desktop platforms



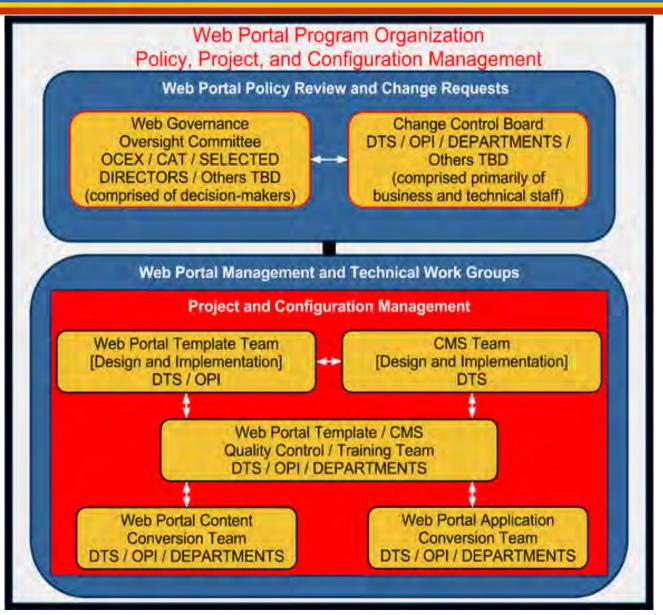


Application Design & Development Guide General Design Requirements (continued)

- where possible and practical, incorporate new technology enhancements
 - o interface with social media (i.e. Twitter) and cloud applications (i.e. Google)
 - provide client recognition technology to dynamically present web content as defined by the screen resolution and/or the client device (i.e. mobile)
 - enable department level template and navigation recognition to dynamically present the correct navigation menu within the correct template in accordance with the content file management structure
 - leverage web portal templates, maintained on the Primary County web portal (www. montgomerycountymd.gov) for web applications and content
 - enable personalization through Open ID (future)
- interface with the enhanced County Content Management System using ASP.NET and XML technologies
- test application templates and content pages
 - All applicable web applications and content pages need to be validated and/or tested to ensure that they abide by the policies and standards specified in the County Web Portal Guide, especially the Web Accessibility Guide and the Web Application Security Guide
 - It is anticipated that testing checklists will be created to facilitate web application and content page testing
 - o application templates must be thoroughly tested in commonly used mobile and desktop screen resolutions 13/2011



Web Portal Program Application Design & Development Guide Roles and Responsibilities



- The Office of Public Information will take the lead role in <u>designing</u> the master portal templates, the navigation menus, and styles to facilitate an improved information architecture and maintain continuity (County Brand) while providing greater flexibility, with regard to look and feel, and space "real estate" for customization
- The DTS-ADT will <u>implement and</u> <u>maintain</u> the designs
- Both OPI and DTS-ADT as well as Other Web Portal Program Stakeholders will participate in testing and conversion process
- Any major design or implementation changes will need to follow the change management procedures authorized in the Web Portal Program Charter





Web Portal Program Application Design & Development Guide Site Structure

- County Web Portal Server (www.montgomerycountymd.gov) Site Structure
 - wwwroot
 - common (enterprise folder maintained by system administrator)
 - navigation
 - scripts
 - styles (contains master style sheets for media, printing, and mobile)
 - templates
 - user control
 - resources (enterprise folder maintained by system administrator)
 - files
 - images
 - site 1 (typically a department abbreviation)
 - site 2 (typically a department abbreviation)
 - common (common site folders maintained by system admins, site admins, designers)
 - navigation (system admin / designer)
 - scripts (system admin / designer)
 - styles (system admin / designer)
 - templates (system admin / designer)
 - user controls (system admin / designer)
 - resources
 - files (site admins / system admin)
 - images (site admins / system admin)
 - folder 1
 - folder 2
 - sub-folder 1
 - file 1
 - sub-folder 2
 - file 1
 - file 1
 - file 2





Web Portal Program Application Design & Development Guide Site Structure

- County Web Portal Application Server (www2.montgomerycountymd.gov)
 - wwwroot
 - site 1 (typically a department abbreviation)
 - site 2
 - app 1
 - app 2
 - sub-folder 1
 - file 1
 - sub-folder 2
 - file 1
- Each site on the web portal application server will be networked with their corresponding sites on the web portal server in a manner to allow ASP.NET and ASP applications deployed on the application server to use the site templates defined and hosted on the web portal server (www.montgomerycountymd.gov)
 - This enables web designers to maintain one set of templates rather than multiple sets templates deployed on different servers





Web Portal Program Application Design & Development Guide Mobile Template

Header

- Menu provides global links
- County Google Site Search Form
- County Logo/Text
- -Height: ±40 pixels
- Width: Variable
- Owned and maintained by OPI
- Master style defined
 - * Format
 - * Layout

Footer

- Global Site Policy links
- Copyright info
- -Height: +20 pixels
- Width: Variable
- -Owned and maintained by OPI
- Master style defined
 - * Format
 - * Layout

Montgomery County Maryland Logo/Text

Menu

Search the County Web Site - Google Search





Quickly find County Services and Information alphabetically, by topic or category, by keyword or phrase, by department, or by information type.



311 is Montgomery County's phone number for non-emergency government information and services.



Check here for the latest Montgomery County news and information



Check here for **Rideon** bus schedules, route maps, fare information and more.



Montgomery County Public Libraries... Where the County Reads, Where the County Meets, Where the County Learns



Select and find County service locations or places of interest (PLOI) within a user-defined search radius by street address and zip code or by zip code alone.



Sign up for Alert Montgomery and register to receive emergency alerts about weather, roads, emergency situations or all three

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Content Area

- Site level content enabled
- Height: Variable
- Width: Variable
- OPI to maintain the Mobile Home Page
- Master style defined
 - * Format
 - * Layout





Web Portal Program **Application Design & Development Guide** 1 - Column Desktop Template

Header

- Global Navigation * Mega Menus
- Google Search Form
- County Logo/Text
- Rotating Images
- Ad/Login Placeholder

Global Link 1

- Height: 160 pixels **
- Width: 960 pixels **
- Owned by OPI
- Master style defined
 - * Format
 - * Layout

Alert Translate RSS Blogs [A - | A | A +] Home

Global Link 2

Search the County Web Site

Height: 30 pixels **

Go

Height: 90 pixels **

Height: 40 pixels **

Montgomery County Maryland Logo/Text

Global Link 3

Global Link 4

Global Link 5

Rotating Photos / Images Place Hole

<Place for Ads or Login >

- Site Owner Editable
- Height: Variable
- Width: 960 pixels **
- No Required Global Elements
- Master and/or Inline style defined
- Includes a breadcrumb
- Headers are recommended

Content Area

Template layout areas with a gold background color are owned and maintained by the County Office of Public Information (OPI).

** Padding is not included in the wireframe template design layout.

Footer

- Global Site Policies
- Copyright info
- Height: 65 pixels **
- Width: 960 pixels **
- -Owned by OPI
- Master style defined
 - * Format
 - * Layout

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Web Portal Program Development Guide

Go

Application Design & Development Guide 2 - Column Desktop Template

Header

- Global Navigation
 * Mega Menus
- Google Search Form
- County Logo/Text
- Rotating Images
- Ad/Login Placeholder
- Height: 160 pixels **
- Width: 960 pixels **
- Owned by OPI
- Master style defined
 - * Format
 - * Layout

Home Alert Translate RSS Blogs [A - | A | A +]

Global Link 2

Search the County Web Site

Height: 30 pixels **

Height: 90 pixels **

Height: 40 pixels **

Montgomery County
Maryland Logo/Text

Michigan Logor Tox

Global Link 3

Global Link 4

Global Link 5

Rotating Photos / Images Place Hole

<Place for Ads or Login >

Left Column

Global Link 1

- Site Owner Editable
- Primary Navigation menu
 - * Hide / Show menus (+/-)
- Master style defined
 - * Format
 - * Lavout
- Height: Variable
- Width: 180 pixels **

Content Area

- Site Owner Editable
- Height: Variable
- Width: 780 pixels **
- No Required Global Elements
- Master and/or Inline style defined
- Includes a breadcrumb
- Headers are recommended

Template layout areas with a gold background color are owned and maintained by the County Office of Public Information (OPI).

** Padding is not included in the wireframe template design layout.

Footer

- Global Site Policies
- Copyright info
- Height: 65 pixels **
- Width: 960 pixels **
- -Owned by OPI
- Master style defined
 - * Format
 - * Layout

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Application Design & Development Guide 3 - Column Desktop Template

Header

- Global Navigation * Mega Menus
- Google Search Form
- County Logo/Text
- Rotating Images
- Ad/Login Placeholder
- Height: 160 pixels **
- Width: 960 pixels **
- Owned by OPI
- Master style defined
- * Format
- * Layout

Home Alert Translate RSS Blogs [A - | A | A +]

Search the County Web Site

Height: 30 pixels **

Montgomery County

Maryland Logo/Text

Rotating Photos / Images Place Hold

Height: 90 pixels **

Global Link 1 Global Link 2 Global Link 3 Global Link 4

Global Link 5

<Place for Ads or Login >

Height: 40 pixels **

Left Column

- Site Owner Editable
- Primary Navigation menu
 - * Hide / Show menus (+/-)
- Master style defined
 - * Format
 - * Layout
- Height: Variable
- Width: 180 pixels **

Content Area

- Site Owner Editable
- Height: Variable
- Width: 610 pixels **
- No Required Global Elements
- Master and/or Inline style defined
- Includes a breadcrumb
- Headings are recommended

Right Column

- Site Owner Editable
- Height: Variable
- Width: 170 pixels **
- No Required Elements
- Master style defined
 - * Format
 - * Layout
- Site Owner Options:
 - * County On-Demand
 - * Display Videos
 - * List Featured Links
 - * Place ads or logos here

Template layout areas with a gold background color are owned and maintained by the County Office of Public Information (OPI).

This is the preferred template if site owners do not wish to redesign their site content.

** Padding is not included in the wireframe template design layout.



- Global Site Policies
- Copyright info
- Height: 65 pixels **
- Width: 960 pixels **
- -Owned by OPI
- Master style defined
 - * Format
 - * Layout

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Application Design & Development Guide Global Elements: Mobile Templates

- County mobile web templates must include the following required global elements:
 - Header Owned and Maintained by the Office of Public Information
 - Global Links
 - First Row (centered)
 - Montgomery County, Maryland Image link with alt tag to the home page
 - Second Row (centered)
 - Google Search Form field (text) with button (first row right justified)
 - Menu provided (left justified) to enable categorizations of County services and information
 - Content Area
 - Images and Links Owned and Maintained by Office of Public Information
 - Thumbnails or images providing links to County Services and Information such as but not limited to the following:
 - I Want To..., MC311, News and Information, RideOn Bus Schedules, Public Libraries, MyMontgomery, Alerts
 - Footer Area Owned and Maintained by the Office of Public Information
 - Global Links
 - Awards
 - Privacy Policy
 - User Rights
 - Accessibility
 - Copyright information
 - Google Analytics reporting script





Application Design & Development Guide Global Elements: Desktop Templates

- County desktop web templates (1-2-3 Column Templates) must include the following required global elements:
 - Header Owned and Maintained by the Office of Public Information
 - Global Links
 - First Row (left justified)
 - Alert Link to Alert Montgomery
 - Translate— Link to County Language Translation Web Page
 - RSS Link to County's Really Simple Syndication Web Page
 - Blogs Link to County's Blog portal web page
 - Skip Navigation Link for Screen Readers to skip to content
 - Google Search Form field (text) with button (first row right justified)
 - Second Row (left justified)
 - Montgomery County, Maryland Image link with alt tag to the home page
 - Rotating Images (right justified)
 - Third Row (left justified)
 - Global Link 1 To be determined with accessible mega menu
 - Global Link 2 To be determined with accessible mega menu
 - Global Link 3 To be determined with accessible mega menu
 - Global Link 4 To be determined with accessible mega menu
 - Global Link 5 To be determined with accessible mega menu
 - Ads/messages display or login form Place Holder (right justified)





Application Design & Development Guide Global Elements: Desktop Templates

- County desktop web templates (1-2-3 Column Templates) must include the following required global elements (continued from previous page):
 - o Left Column Not available in 1-Column or Mobile Templates
 - Images (may be placed in Global Navigation Menu)
 - Paperless Airplane Logo with link to Paperless Airplane web page
 - My Montgomery Logo with link to My Montgomery Mapping Application
 - Ride On Logo with link to Ride On web page in MCDOT site
 - MCPL Logo with link to Montgomery County Public Library home page

Footer

- Global Links
 - Awards Link to the County Web Site Awards page
 - Privacy Policy Link to the most recent County Web Site Privacy Policy
 - User Rights Link the most recent County Web Site User Rights Policy (Disclaimer in this document)
 - Accessibility Link the most recent County Web Site Accessibility Policy
 - County Code Link to the on-line County Code web site
- Copyright information to be provided
- Google Analytics Code to be inserted in footer of every master web template





Web Portal Program Application Design & Development Guide Navigation Elements

- All County web portal templates using a navigation menu must abide by the following specifications
 - Mobile Templates
 - All global navigation menu elements will be placed in the header
 - Button drop-down menu controls will be available with global menu items or links
 - 1-Column Templates
 - All global navigation menus will be placed in the header
 - Accessible mega menus will be used to enable users to browse and navigate to their destinations
 - Mega menus will incorporate the new information architecture as well
 - Horizontal menu controls will be supported and can be placed in the content area and updated by a Site Designer upon request
 - o 2-Column and 3-Column Templates
 - All global navigation menu elements will be placed in the header
 - Accessible mega menus will be used to enable users to browse and navigate to their destination
 - Mega menus will incorporate the new information architecture
 - Site-level navigation will be made available in the left navigation area
 - Vertical tree (hide / show) menu controls will be available the left navigation area
 - Site Administrators will be able to maintain site-level navigation menus and sub-menus
 - Horizontal navigation menu controls will be made available and can be placed in the content area and updated by a Site Designer upon request



Web Portal Program Application Design & Development Guide Master Style Sheets

- Master County external style sheets will be available to define fonts, backgrounds, paragraphs, links (hover, visited, etc..), headings, lists, tables, lists, etc.. used in all web templates for Media, Print, and Mobile formatting
 - The default master style sheet file will be placed in the root folder under the Common/Styles folder
 - The master style sheet will be maintained by the Office of Public Information and DTS
 - Master styles will be assigned by location (i.e. header, left column, primary content area, right column, footer)
 - Site Administrators may submit master style sheet change requests to the Web Portal Program Change Control Board using the Style Sheet Change Request Form located in the Web Portal Program Collaboration Site
- As of the creation of this document version, the County master styles have not been completed. Once completed, they will be published in the County Web Portal Program Collaboration Web Site as well as the Content Management System
- Application developers, content contributors, site administrators, and system administrators will also be able to generate in-line style sheets using the enhanced Content Management System on a per page basis





Web Portal Program Application Design & Development Guide Web Page Design Specifications

 Content or application web pages shall be coded in a manner that follows the page design specifications documented in this section





Web Portal Program Application Design & Development Guide Page Titles

- Unique descriptive page titles are required for all web pages to enable users and search engines to distinguish one page from another
 - o Page titles are typically the most important tag used by search engines to find content
 - Web page titles are typically displayed first in most search engine results and can help users to determine if the result is relevant to their search query
- Page titles should use title-case (Uppercase and Lower case)
 - Example: Montgomery County A Great Place to Live
- It is recommended that page titles include the following:
 - Site Name (i.e Montgomery County Department of Transportation)
 - Page Heading 1 (i.e. Highway Services)
 - Page Heading 2 (i.e. Snow Removal, Road Maintenance)
- It is also recommended that page titles be formatted as follows
 - Site Name Page Heading 1 Page Heading 2

<title>Montgomery County Department of Transportation - Highway
Services - Snow Removal</title>





Web Portal Program Application Design & Development Guide Metatags

- Required meta-tags attributes
 - o owner indicates site or department owning the web page (lower case)
 - Content Management System will auto-generate
 - Applications will need to provide
- Optional meta-tag attributes (including but not limited to the following...)
 - expires (optional)
 - specifies the date / time the page expires -> Content Management System will enable users to specify content expiration
 - keywords or phrases (optional)
 - no more than 3 per page; should be in lower case; spelling should be accurate
 - Meta-tags (keywords / descriptions / author) can be used to filter content or to display key attributes, however more emphasis is typically placed on descriptive titles and links by major search engines (Google, Yahoo, and Bing)
 - description (optional)
 - no more than 1024 characters (includes spaces, punctuation, letters, etc..)
 - should not repeat the page title, spelling should be accurate
 - descriptions should have proper punctuation and spelling
 - Meta descriptions provide Google and other search engines a summary of a web page that can be used in their search indexes and/or displayed in their search results descriptive text
 - robots (optional)
 - restricts search engines robot activities
 - attributes
 - all allow search engines to follow links, index, and archive the page
 - follow enable search engines to follow links from the page
 - index enable search engines to index the page
 - noindex disallows search engines from indexing a web page
 - nofollow allows indexing, but keeps search engines from following links on a web page and indexing other pages
 - noarchive prevents search engines from archiving or caching copies of web pages that may or may not be up to date
 - none search engines should completely ignore the page





Web Portal Program Application Design & Development Guide File and Folder Names

• File and Folder names are to:

- be descriptive and non-duplicative
- o be created in lower case
- have no spaces
 - Use underscores or hyphens to indicate a space
- o not to contain special characters (i.e. ', &, @)
 - Underscores and hyphens are acceptable
- be less than <u>+</u>20 characters whenever possible
- Files are to contain a period only between the base file name and the file extension (i.e. afile.aspx)
- File formats must comply the acceptable web file types
- Site folder names on web portal domain servers (www and www2) must be identical
- File Name Syntax Examples
 - Web Portal Server
 - www.montgomerycountymd.gov/<<site>>/web page(s)
 - www.montgomerycountymd.gov/dts/index.aspx
 - www.montgomerycountymd.gov/<<site>>/sub-folder(s)/ web page(s)
 - www.montgomerycountymd.gov/dts/resources/google.aspx
 - www.montgomerycountymd.gov/<<site>>/sub-folder(s)/ sub-folder(s)/web page(s)
 - www.montgomerycountymd.gov/dts/resources/helpdesk/user manuals.aspx
 - Web Portal Application Server
 - www2.montgomerycountymd.gov/<<site>>/<app_name>>/web page(s)
 - www2.montgomerycountymd.gov/dts/budgetcomments/index.aspx
 - www2.montgomerycountymd.gov/<<site>>/<app_name>>/sub-folder(s)/web page(s)
 - www2.montgomerycountymd.gov/dts/budgetcomments/images/logo.gif





Web Portal Program Application Design & Development Guide Character Encoding

- Unicode is a universal standard for uniquely encoding all of the world's language characters
- UTF-8 is also backwards compatible with ASCII, which enables older browsers to interpret a web page if it is in English





Web Portal Program Application Design & Development Guide Special Characters

• The following special characters are supported by the Content Management System



 These specia character coc





Web Portal Program Application Design & Development Guide In-line Styles

- Web pages may contain in-line styles, so long as they comply with the web portal guidelines
 - The span tag will be used most frequently by the Content Management System users to change in-line styles
 - Example:





Web Portal Program Application Design & Development Guide Headings

- Heading tags (H1, H2, H3...) are to be used for all web page headings and sub-headings to logically and visually define a web page's content structure
- Use title case (Uppercase / Lowercase) for H1, H2, H3, H4 and lowercase for H5 & H6
- Refrain from using bold, italics, or underlined text in lieu of using header styles
- It is recommended not to apply hyper-links to headings
- Headings are weighed more heavily by search engines, like Google, to determine descriptive information about web page's content, especially when combined with descriptive page titles

This is heading 1

This is heading 2

This is heading 3

This is heading 4

This is heading 5

This is heading 6

Heading 1 <H1> Add some content Heading 2 <H2>

Add some content

Heading 3 <H3>
Add some content





Web Portal Program Application Design & Development Guide Hyperlinks

- Hyperlinks consist of a link text and a link destination
 - For example, Montgomery County Government is the link text and the link destination is http://www.montgomerycountymd.gov, so the link looks like <u>Montgomery County Government</u>
- Hyperlinks link text are to be descriptive to improve search discovery
- Hyperlinks will be coded in accordance with the County Link Policy
 - Links to the County Web Portal Domain are defined in the <u>County User Rights</u> document (section 9)
 - External links taking visitors to non-County web pages will need to be absolute links and may need to incorporate the County Redirect Splash page (redirect.aspx)
 - o Internal links may be relative (i.e. /site/resources/abc.aspx) or absolute (http://www2.montgomerycountymd.gov)
- Email links are a type of hyperlink that should use the following syntax:
 -
- Email link text should be the same as the link destination (see example below)
 - o "Please email Uncle Sam at uncle.sam@montgomerycountymd.gov"
- Email links exposed on the Internet may increase the email recipients spam
- Email links may be exploited by spammers / hackers for their own needs
- Site Administrators are responsible for maintaining links, including identifying and repairing broken links, for their site
- The County Content Management System will enable users to correctly and easily format internal (County) or external (non-County) links to display pages in the same browser window, in a new web browser window, in the immediate parent web browser window, or in a pop-up browser window (with no toolbar, address bar, or menu bar)
- Shortcut redirect links can be requested using the Web Portal Program Collaboration Portal (see http://www.montgomerycountymd.gov/govtmpl.asp?url=/content/government/shortcuts.asp for a list of all existing County shortcuts)





Web Portal Program Application Design & Development Guide Tables

• The following table properties may be modified:

- Border color / size, alignment, cell padding and spacing, cell background colors, width and height dimensions, style assignments, header row or column identification
 - Width dimensions can not exceed the template area layout width
 - Styles and colors need to comply with County Web Guide Standards

• The following cell properties may be modified:

- Border color / size, alignment, width / height dimensions (pixels or percentage), column or row span specifications, word wrap
- Cells can also be merged or split
- Table rows and columns can inserted or removed

Data tables

- Data tables need to follow the Web Accessibility Guidelines
 - Row and column headers shall be identified for data tables
 - Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers
 - The <CAPTION> element and/or the TABLE element "summary" attribute should be used to describe the contents and structure of a data table (useful for screen readers)
 - Identify Table Headers as appropriate
 - The <TH> element should be used to identify header cells
- o The "scope" attribute should be added to the header cell to define ambiguous cells (i.e. corner cells)
- For tables where it is difficult to determine whether the column header or row header should be used, then use the <TH> element and the "scope" attribute with values = "cols" or "rows" (depending on which is actually the header)
- For complex tables that have multiple levels of organizational logic, then use the <TH> element and the "id" attribute on all header cells and the <TD> element with the headers attribute for the data cells

Layout tables

- o The DIV tag should be used for layouts, not tables
- o There is no need to use HTML Data Table elements or attributes for layout tables
- Avoid multiple layers of nested tables whenever possible





Web Portal Program Application Design & Development Guide Divisions and Spans

- Divisions <div> are commonly used in combination with style sheets to design web page layouts
 - It is recommended that <DIV> tags be used to layout content into sections within County web pages instead of tables
 - Styles and colors used in concert with <DIV> tags need to comply with specifications in the Web Guide
- Span tags are used in combination with style sheets to format in-line content
 - Content Management System users will be able to create inline spans to format text size, color, font, and background colors



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Web Portal Program

Application Design & Development Guide Horizontal Line, Line Break, and Page Break

- The horizontal line <hr>
 hr> creates a horizontal line on a web
 page that is useful when depicting a break between content sections
 - The <hr> tag should be formatted using style sheets
- The line break tag
 is used to start a new line
- Page breaks, controlled by style sheets, are typically inserted into web pages for printing purposes (see example below)

<div style="page-break-after: always;"> </div>

 Page breaks may have some browser compatibility issues and should be tested thoroughly



Web Portal Program Application Design & Development Guide Lists

- Ordered lists, using the tag with the tag, are typically used to provide step by step instructions or an outline within the body of the web page
 - Ordered lists can be nested as well
 - Ordered list sample

```
<0|>
```

Get ready

Get set

<|i>GO!!</|i>

</0|>

- Unordered lists, using the

 tag in combination with the tag, have no particular order and are commonly used with rounded bullet points
- Definition lists, using the <dl> tag in concert with the <dt> tag and the <dd> tag, are useful when creating a glossary or words / phrases that need to be defined
- Ordered, unordered lists, and definition lists should be formatted using style sheets. For example, styles can be used to format the bullet list items, text, and to indicate starting points for ordered lists





Web Portal Program Application Design & Development Guide Block Quotes

Block quotes are typically used to indent and to cite quotes from web pages to set them apart from the rest of the content

 blockquote cite="http://www.montgomerycountymd.gov">
 Montgomery County Executive Isiah Leggett today participated in a groundbreaking ceremony for the Equipment and Maintenance Operations Center (EMOC), the first of his Smart Growth Initiative (SGI) construction projects that will eventually revitalize an old industrial area by creating an urban village near the Shady Grove Metro station.
 Metro station. </blockquote>





Web Portal Program Application Design & Development Guide Forms

- All Forms, typically associated with an application, shall comply with the Web Application Security Guidelines and with the Web Accessibility Guide to ensure security and accessibility
 - Form field validation is required, preferably on the server side, to ensure that the data lengths, syntax, and input into the form are formatted properly (i.e. dates, email addresses, phone numbers, zip codes, text characters, numeric characters, alpha-numeric characters, etc..) and that required fields are completed properly
 - Microsoft URLScan is used on County Web Portal Servers (www.montgomerycountymd.gov and www2.montgomerycountymd.gov) to reject and disallow invalid data inputs
- Required form fields should be marked with an asterisk (*)
- Invalid form field inputs should be depicted with an exclamation point (!)
- The required form field indicator and prompting text should be provided immediately above or to the left of the form control. Field value/format examples should be provided to the right of the form control or below the prompting text

- Valid Web Portal Domain Form input types include text, textarea, checkbox, radio, hidden, button, image, password, reset, submit
- Drop-down and group menus are allowed
- Form-based file uploads are not allowed on Web Portal Domain Servers
 - o It is recommended that the County Enterprise Service Bus (ESB) be used to transfer / upload data
- Use the <LABEL> element to associate the prompting text with the <INPUT> element, using the "id" attribute when the prompting text is available (see example below)

```
o <label for="fn">First Name:</label> <input type="text" name="fname" id="fn" size="50" />
```

- Use the <INPUT> element's "title" attribute to specify the purpose of the form control if the prompting text is unavailable or is difficult to label
- o <input type="text" size="8" height="12" maxlength="50" name="q" title="Search for:"/><input type="
 submit" value="Go" />
- The <fieldset> and <legend> elements can also be used to define areas or blocks of form fields, which may also be useful for those using assistive technologies
- Forms generating emails should use a supported ASP or ASP.NET **mailobject** provided by the DTS Server Team and should ensure proper server side validation
- A Form field tab index attribute, used to set the tab order, or accesskey attribute, used to set a keyboard shortcut value, may be used





Web Portal Program Application Design & Development Guide Image Files

- The following image formats are supported on all Web Portal Domain Servers
 - o Graphics Interchange Format (GIF) Primarily for logos and other web graphics
 - Joint Photographic Experts Group (JPG) Primarily for photos
 - o Portable Network Graphics (PNG) Primarily for logos and other web graphics
 - o Tagged Image File Format (TIFF) Primarily for photos or scanned images
- The use of images may not violate any copyright laws
- Individual image file sizes must not exceed 100 megabytes
- Images are not to be used as headings
- Image file names must adhere to the file naming guidelines established in this document
- Flashing, moving, scrolling, blinking, or animated images must satisfy the standards specified in the Web Accessibility Guide
- Images should "fit" into a content page to facilitate usability and readability
- Favicons need to be approved by the Office of Public Information
- Specify actual image pixel dimensions to ensure resolution, aspect / ratio
 - Use an image processing or web graphics design system (i.e. Photoshop) to resize images
 - o Images should be sized at 100%... do not enlarge or minimize the size using HTML
- External use of images and trademark information are explained in the County User Rights document
- Site level images are to be stored in the site/common/images folder or sub-folders
- Portal level images are to be stored in the /common/images folder/sub-folders
- Scanned images must be able to be converted to an accessible alternate format





Web Portal Program Application Design & Development Guide Image Files (continued)

- The Alternative Text or the "alt" attribute is to be used for every image element, input element (with type = "image"), and area element in your web page
- Functional / Active Images (a link, button, or an area)
 - The text alternative should briefly describe the image function. Avoid using words like "Image of". Screen readers will determine that this image is a link



- Text Images
 - The text alternative should be the same as the text in the image. It is recommended that image colors have contrast between text and background



- Informative Inactive Images
 - o The text alternative should describe the same information conveyed in the image



Register online for H1N1 vaccination appointments. Vaccinations are FREE and now open to ALL County residents

- Uninformative Images (i.e. image bullets or arrows)
 - o The text alternative should be blank





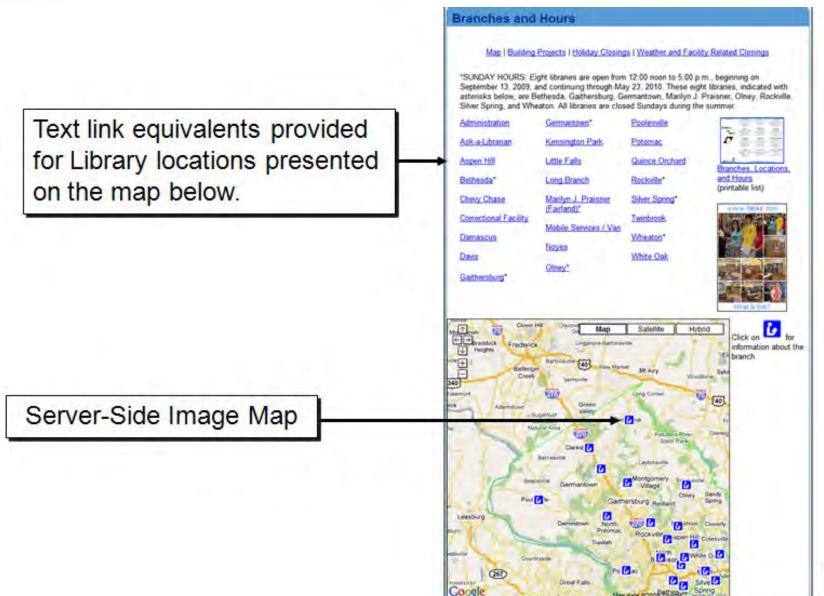
Web Portal Program Application Design & Development Guide Image Maps

- Both Client Side Maps and Server Side Maps are permitted on the Web Portal Server and the Web Portal Application Server
- Server Side Image Maps
 - Avoid server-side image maps whenever possible and use client-side image maps instead
 - Client-side image maps should be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape
 - Interactive ESRI or Google Map technologies use Server-Side Image Maps and can be very difficult or disadvantageous, from a usability perspective, to convert to a client side image map
 - If a server-side image map is used, if possible, equivalent text links should be included on the web page for each active server-side map region, point, or area delineated (see example on the next page)





Web Portal Program Application Design & Development Guide Image Maps (continued)







Web Portal Program Application Design & Development Guide Image Maps (continued)

Client Site Image Maps

- Client-side image maps should be provided, whenever possible, instead of server-side image maps except where the regions cannot be defined with an available geometric shape
- Client-side maps use image elements with the usemap attribute whose value is the name of a map element

```
<img height=362 alt="Map of Retail Store Locations" src="
/Content/DLC/Liquor/images/map_stores2.jpg" width=483 usemap="#m_map_stores"
border="0" name="map_stores" />
```

- o Image map areas should include alt-text defining the region delineated on the map
- Each <area> specifies an image region
- o Areas also include the URL or "href" attribute which defines the web page to go to when clicked
- Shape and coordinate (coord) attributes define the region of each <area>
 - There are three possible shapes: Rectangle (rect), circle, and polygon (poly)
 - Coordinates are pixel coordinates measured from the top left of the image
 - The minimum and maximum coordinate extents of a rectangle (top-left and bottom-right corners) are used to define its shape
 - Circle areas are defined by identifying a center point coordinate and radius
 - Polygons are defined by a series of vertices that are used to define the polygon boundaries (see next slide)



Web Portal Program Application Design & Development Guide Image Maps (continued)

 <map name=m. map. stores>

*area shape=PDLY xit="Montrose Crossing" coords=317,240,355,235,355,253,314,253 href="/Content/DLC/Liquor/Retail/Stores/montrose asp" /> <area shape=POLY alt="Bortoneville" coords=429,197,459,206,456,212,407,212 href="/Content/DLC/Liquor/Retail/Stores/burtonsville asp" /> *allea shape=POL's att="Flower Ave." coolds=388,283,451,283,461,291,377,300 href="/Content/DLID/Liquot/Retail/Stores/flower_ave.asp" /> <area shape=POLY alt="Sever Spring" coords=352,276,379,276,374,303,362,294 href="/ContenbOLC/Liques/Retail/Storm/sil_spring-asp" /> *area shape=PDLV xit="Westwood" coords=291,316,336,316,324,331,291,322 href="/Content/DLC/Liquot/Retail/Stores/westwood asg" /> <area shape=POLY alt="Chevy Chase" coords=273,305,346,308,397,313,273,313 href="/Content/DLC/Liquor/Retait/Stores/chevy_chase.aup"/> <area shape=POLY alt="Hampdon Lane" coords=248,293,323,285,327,301,246,300 href="/Content/DLC/Liquot/Retail/Stores/hampdon_lane alsp" /> -area shape=POLY litt="White Oak" coords=374,247,418,247,397,267,374,264 href="/Content/DLC/Liquor/Retail/Stores/white_bak asp" /> <area chape=POL v alt="Wheaton" coords=340,269,387,282,390,269,351,269 href="/Content/DLC/Liquor/Retail/Stores/wheaton asp" /> =area shape=POEx alt="Kensington" coords=297,267,346,259,346,277,297,277 href="/Content/DLC/Liquor/Retail/Stores/kensington.ásp" /> <area shape=POL v alt="Potemac" coords=234,268,271,288,271,288,234,282 href="/Content/DLC/Liquor/Retail/Store=potemac.aep" /> *area shape=POLY alt="Cabin John" coords=250,247,304,244,293,255,250,253 href="/Content/DLC/Liquoi/Retail/Stores/cabin_john asp" /> sarea shape=FOL* #If="Rockville Pike" coords=261, 217, 304, 217, 308, 238, 277, 232 href="/content/DLC/Liquot/Retail/Store#/rville_pike asto" /> <area shape=POLY alt="Twinbrook" coords=310,220,356,220,356,228,310,235 href="/Content/DLC/Liquor/Retail/Stores/twinbrook.asp"/> «area shape=POLY alt=Fallsgrave" courds=261, 198,305, 198,306,207,263,216 href="/Contenbidic/lique/Retnil/stores/falls_grove_asp" /□ *area shape=POL v alt="Dramond Square" coords=176,171,252,170,252,181,175,180 href="/Content/DLC/Liquer/Retail/Stores/diamond_sq asp" /> <area shape=POL r aft="Cloverly" coords=374,190,409,190,393,210,374,200 href="/Content/DLC/Liquor/Fietali/Stores/cloverly.isp" />-<area shape=POL vi att="Leisure World" coords=310,197,369,197,369,214,310,205 href="/Content/DLC/Liquor/Retail/Stores/leis_world asp" /> *area shape=POLY alt="" coords=275,180,322,180,322,187,275,187 href="/Content/DLC/Liquor/Retail/Stores/walnut_hill asp" /> <area shape=POUr alt="Gaithersburg" coords=255,1s4,312,164,312,174,253,181 href="/Content/OLC/Lique/Retail/Stores/qaithersburg irsp" /> <area shape=POLY att="kingsview" coords=188,162,239,154,210,168,186,186,186 liret="/Content/DLC/Liquot/Retail/Stores/kingsview.asp" />-<ure>wire
shape=POL'
ait="Olney" coords
333,168,356,158,349,178,383,167 href
Content/Outent/Ollipsor/Petall/Stores/olney
asp*/> <asea shape=POLY alt="Montgomery Village" goords=307.137.324.146.257.157.210.130 href="/Content/DLC/LiquoirRetail/Stores/mont_village" aso" /</p>

<area shape=POL r alt="Milestone" coords=206.115,261.114,232,132,206.123 href="/Content/DLC/Liquor/Retail/Stores/milestone.asp" />

<area shape="rec1" coords="161,188,228,200" nref="/Content/OLO/Liquor/Retail/Stores/damestown.asp" aft="Damestown"/?</p>

Montgomery County, Maryland
Liquor Store Location Map

Montgomery Village

Montgomery Village

Kingsview

Gaithersburg

Gaithersburg

Muddy Branch

Fallisgrove Leisure World

Rockville

Rockville

Montrose

Cabin John

Liquer Store

Municipality

Municipality

Manual Hampden Lane

Chevy Chase

Westwood

Taxonia

<amon shape="poly" contas="186,203,198,201,218,201,248,201,248,192,256,205,202,217,228,217,188,217,182,207* href="/Contant/DEC/Liquoi/Retail/Stores/moddy_branch.sep" #II="Muddy Branch";>>
Branch";>>

c/maps

*area shapp="poly" coords="56,306" href="#" />





Web Portal Program Application Design & Development Guide Document Files

- Documents will be stored on the County Web Portal Server
 - Site level documents will be stored in the site/common/docs/ folder and sub-folders
- The following document file formats will be supported
 - Adobe Portable Document Format (PDF)
 - Encapsulated Post Script (EPS)
 - Microsoft Office Files
 - PowerPoint (PPT), Excel (XLS), or Word (DOC, RTF, or TXT)
 - WinZip Files (ZIP)
 - Used to compress files (i.e. Microsoft Access files can by zipped for download)
- Document files will need to comply with the County Web Accessibility Guideline





Web Portal Program Application Design & Development Guide Multimedia Files

- All multimedia files need to comply with the County Accessibility Guide
- County Cable Montgomery (CCM) Live and On-demand Video files will be stored and archived using Granicus
- Contact the DTS Cable Office to create a CCM video clip or a link to a CCM video
- All other County video or audio files can be uploaded to YouTube or Google Video and incorporated into a web site using in-line frames (<iframe>)
- The County also has a streaming server, however it is likely that this server will be retired and replaced by Youtube / Google Video
- The following Multimedia File Formats are supported:
 - Adobe Flash Video (FLV)
 - Adobe Shockwave Flash (SWF)
 - Microsoft Windows Media Audio (WMA)
 - Microsoft Windows Media Video (WMV)
 - Moving Picture Experts Group Layer 3 (MP3)





Web Portal Program Application Design & Development Guide Markup Language Files

- Markup Language File Formats are supported on all Web Portal Domain Servers
 - Dynamic Hyper Text Mark-up Language (DHTML)
 - Includes HTML, Javascript, and Cascading Style Sheets (CSS)
 - Extensible Hyper Text Mark-up Language (XHTML)
 - Extensible Mark-up Language (XML)
 - Typically used in conjunction with web services involving data transfers
 - Hyper Text Mark-up Language (HTML) 4.x
 - HTML 5.x likely will not be fully supported until 2013
 - Keyhole Markup Language (KML)
 - KML is an internationally accepted standard web language used to specify a set of geo-spatial features (placemarks, images, polygons, 3D models, textual descriptions, etc.) for display in Google Earth, Maps and Mobile, or any other 3D earth browser (geo-browser) implementing the KML encoding
 - Typically compressed in Keyhole Markup Zip (KMZ) files
 - Really Simple Syndication (RSS) 2.0 (A form of XML)
 - Synchronized Multimedia Integration Language (SMIL or SMI)
 - Used to describe multimedia content
 - Synchronized Accessible Media Interchange (SAMI)
 - Typically used for closed captioning





Application Design & Development Guide Programming/Scripting/Style Sheet Files

- Style Sheet Formats
 - Cascading Style Sheets (CSS)
 - Extensible Style Sheet Language Transformations (XSLT)
- Scripting Formats
 - Javascript (.js)
 - Javascript is typically used to validate form field data inputs and to automate or enhance content on the client side
 - Javascripts are also associated with events such as a button click, a keyboard selection, a mouse-over action, a page load / unload, a menu selection, etc...)
 - AJAX (Javascript+XML) scripting is not recommended because it is difficult to make web accessible
 - Vbscript (.vb typically embedded in an ASP file)
- Programming Languages
 - Microsoft Active Server Pages (ASP)
 - Microsoft Active Server Pages.NET (ASP.NET)
 - ASP.NET Framework 2.0/3.5+





Web Portal Program Application Design & Development Guide Colors

- The use of colors must comply with the County Web Accessibility Guide
- Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup
 - o People who are color blind can not distinguish color differences
- Use fonts, special characters, or images with alt-text as an alternative or as a supplement together with a color to convey information to a user (See next page)
 - Do not try to convey information using color alone
 - Use contrasting colors for web page foregrounds and backgrounds





Web Portal Program Application Design & Development Guide Colors (continued)

Information is conveyed appropriately without color in this appointment status bar	H1N1 Flu Vaccine On-line Appointment Booking System					
	Make Appointment	Select a	Select Date/Time	Enter Information	Review Request	Appointment Confirmation
	Enter Information					H1N1 HOME
	Please register each family member/patient name separately					
			Damascus	the state of the s		
	Appointment date: Thursday, February 18, 2010 Appointment time: 5:00 PM - 5:30 PM					
	Patie	nt first name*				
	Patie	nt last name*				
	Primary co (Correct format: xxx-xxx-xxxx	ntact phone#				
	Em	ail address*:				
		t date of birth				
Red asterisk indicates required field. An exclamation point indicates invalid data input	* Required Field ! Invalid data input		Submit	t Appointment		





Web Portal Program Application Design & Development Guide Spelling, Punctuation, and Grammar

- It is recommended that all web pages and documents are to be checked for spelling, punctuation, and grammar prior to uploading to a Web Portal Domain Server
- Page Titles, Folder names, and Files names will use title case
- Most browsers support free spell check plugins, such as ieSpell
- The Content Management System will include a spell check capability





Web Portal Program Application Design & Development Guide Frames

- Frames are not permitted on the Web Portal Server or the Web Portal Application Server unless approved by the Oversight Committee. Only in-line frames (iFrames) are permitted
- Inline Frames (iFrames) shall be titled with text that facilitates frame identification and navigation
- Provide descriptive web page titles for the iFrame web page
- Add a descriptive "title" and "name" attribute in addition to a "src" attribute within the iFrame element
- Provide ability for those browsers that do not support inline frames to link directly the web page referenced in the iFrame

```
<iframe src="http://montgomerycountymd.granicus.com/ViewPublisher.php?view_id=7"
width="600" height="1000" title="Content hosted by Granicus.com" name="
contentframe" frameborder="0" longdesc="This frame provides a link to 's
archived media content.">Your browser does not support inline frames. To access
archived media, click <a href="http://montgomerycountymd.granicus.com/ViewPublisher.php?view id=7">here</a>.</iframe>
```

- If iFrames are used, perhaps to show a Google Calendar, then be aware that iFrames are not well supported in older web browsers
- The content within the iFrame should be compliant with the Web Accessibility Guideline





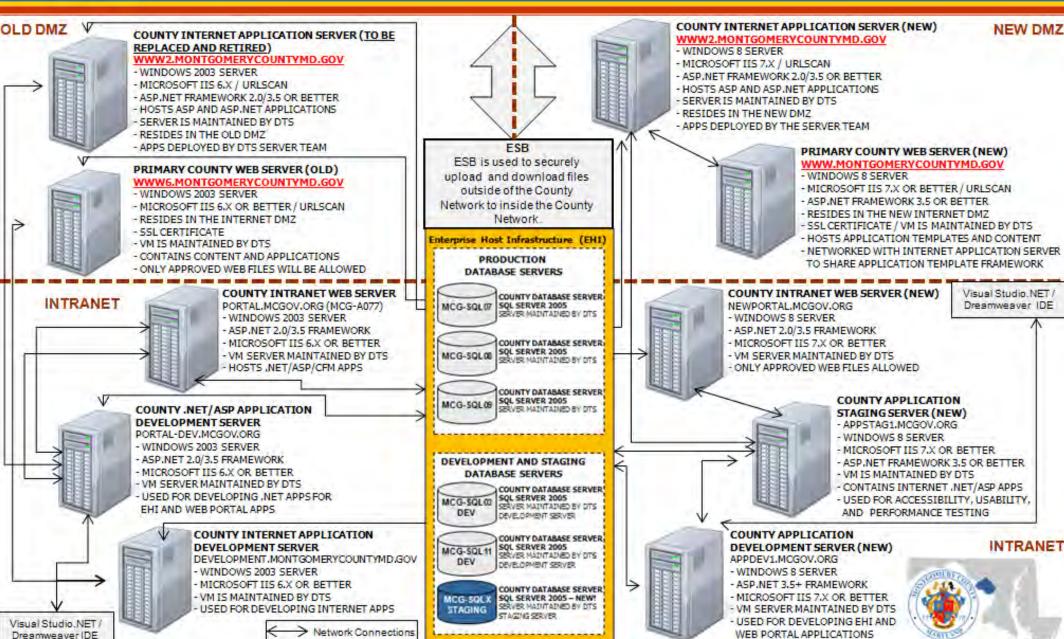
Web Portal Program Application Design & Development Guide Web Portal Domain Servers

- Requests to deploy applications to web portal domain production servers may be made through the Web Portal Collaboration Web Site
- Web Portal Domain applications will be deployed on...
 - Internet Servers
 - www2.montgomerycountymd.gov
 - www3.montgomerycountymd.gov (MC311)
 - www5.montgomerycountymd.gov (GIS)
 - gis2.montgomerycountymd.gov (GIS)
 - gis3.montgomerycountymd.gov (GIS)
 - Intranet Server
 - portal.mcgov.org
- Although www.montgomerycountymd.gov is currently used to serve applications, all of its applications will be moved (to www2) by January 2014
- Multimedia (Audio/Video) files currently deployed on the County Multimedia Server will be deployed to or replaced Cloud Video Hosting Services such as Google Video, YouTube, and/or Granicus
- Interactive mapping applications are deployed on County Internet and Intranet Map Servers

7/13/2011



Application Design & Development Guide Application System Design (OLD/NEW)





Web Portal Program Povelopment Guide

Application Design & Development Guide Web Portal Web and Dbase Servers - NEW



County Application Development Server (NEW)

- appdev1.montgomerycountymd.gov
- Microsoft Internet Information Server (IIS) 7.x
- Windows 8 Server
- ASP.NET Framework 3.5 or better
- Used to develop and test non-ASP.NET applications
- VM Server maintained by Department of Technology Services
- Used to develop EHI and Web Portal Domain Applications



County Content Management Development Server (NEW)

- mcg-b135
- Microsoft Internet Information Server (IIS) 7.x
- Windows 8 Server
- ASP.NET Framework 3.5 or better
- Used to develop and test the ASP.NET CMS
- VM Server maintained by Department of Technology Services



County Web Application Staging Server - NEW

- appstaging.montgomerycountymd.gov
- Microsoft Internet Information Server (IIS) with URLScan
- ASP.NET Framework 2.0/3.5 or better
- Hosts ASP and ASP.NET applications in staging environment
- Server is maintained by Department of Technology
 Services



COUNTY DATABASE SERVER SQL SERVER 2005 – NEW! SERVER MAINTAINED BY DTS STAGING SERVER



PRIMARY COUNTY WEB SERVER (NEW) WWW.MONTGOMERYCOUNTYMD.GOV

- WINDOWS 8 SERVER
- MICROSOFT IIS 7.X OR BETTER / URLSCAN
- ASD NET FRAMEWORK 3.5 OR BETTER
- RESIDES IN THE NEW INTERNET DM2
- SSL CERTIFICATE / VM IS MAINTAINED BY DTS
- HOSTS ADDITIONATION TEMPI ATES AND CONTENT
- NETWORKED WITH INTERNET APPLICATION SERVER
 TO SHARE APPLICATION TEMPLATE FRAMEWORK



COUNTY INTERNET APPLICATION SERVER (NEW) WWW2.MONTGOMERY.COUNTYMD.GOV

- WINDOWS 8 SERVER
- MICROSOFT IIS 7.X / URLSCAN
- ASP.NET FRAMEWORK 2.0/3.5 OR BETTER
- HOSTS ASP AND ASP, NET APPLICATIONS
- SERVER IS MAINTAINED BY DT9
- RESIDES IN THE NEW DMZ
- APPS DEPLOYED BY THE SERVER TEAM



COUNTY INTRANET WEB SERVER (NEW)

NEWPORTAL MCGOV.ORG

- WINDOWS 8 SERVER
- ACD MET 2 D/2 E EDAMENIO
- MICROSOFT IIS 7,X OR BETTER
- VM SERVER MAINTAINED BY DTS
- ONLY APPROVED WEB FILES ALLOWED





Web Portal Program Application Design & Development Guide Web Portal Servers (Development)

- County application developers may request access to County development web servers by completing a request form on the Web Portal Collaboration Web Site
- The DTS Server Team will provision access to the servers upon request if approved



County Web Portal Internet Development Server

- development.montgomerycountymd.gov
- Windows 2003 Server
- Microsoft Internet Information Server (IIS) 6.x with URLScan
- Used to develop and test non-ASP.NET applications
- Server is maintained by Department of Technology Services
- WIII be available until all Sites and Applications have been converted to ASP.NET



County Content Application Development Server (NEW)

- mcg-678
- Microsoft Internet Information Server (IIS) 7.x
- Windows 8 Server
- ASP.NET Framework 3.5 or better
- Used to develop and test the ASP.NET CMS
- VM Server maintained by Department of Technology Services



County ASP.NET Web Application Development Server

- portal-dev.mcgov.org
- Windows 2003 Server
- Microsoft Internet Information Server (IIS) 6.x with URLScan
- ASP.NET Framework 2.0/3.5 or better
- Hosts ASP and ASP.NET Internet and Intranet applications for testing
- Server is maintained by Department of Technology Services
- WIII be available until all Sites and Applications have been converted to ASP.NET



County Application Development Server (NEW)

- appdev1.montgomerycountymd.gov
- Microsoft Internet Information Server (IIS) 7.x
- Windows 8 Server
- ASP.NET Framework 3.5 or better
- Used to develop and test non-ASP.NET applications
- VM Server maintained by Department of Technology Services
- Used to develop EHI and Web Portal Domain Applications





Application Design & Development Guide Web Portal Domain Servers (Staging)

- County application developers may request access to County Internet web application staging servers by completing a request form on the Web Portal Collaboration Web Site
- Authorized Site Administrators, System Administrators, Contributors, and Web Designers have access to the County Web Content Staging Server
- The DTS Server Team will provision access to the servers upon request if approved



County Web Content Staging Server

- mcgcms.montgomerycountymd.gov
- Microsoft Internet Information Server (IIS)
- ASP.NET Framework 2.0/3.5 or better
- Server is maintained by Department of Technology Services



County Web Application Staging Server - NEW

- appstaging.montgomerycountymd.gov
- Microsoft Internet Information Server (IIS) with URLScan
- ASP.NET Framework 2.0/3.5 or better
- Hosts ASP and ASP.NET applications in staging environment
- Server is maintained by Department of Technology Services





Application Design & Development Guide Existing Portal Domain Servers (Production)



County Web Portal Internet Server

www.montgomerycountymd.gov Microsoft Internet Information Server (IIS) with URLScan ASP.NET Framework 3.5 or better Hosts content and application templates Server is maintained by Department of Technology Services



County Web Portal Internet Application Server

www2.montgomerycountymd.gov Microsoft Internet Information Server (IIS) with URLScan ASP.NET Framework 2.0/3.5 or better Hosts ASP and ASP.NET applications Server is maintained by Department of Technology Services



County MC311 Internet Web Server

www3.montgomerycountymd.gov Microsoft Internet Information Server (IIS) ASP.NET Framework 2.0/3.5 or better Hosts MC311 Portal Server is maintained by Department of Technology Services



County Multimedia Web Server

stream01.montgomerycountymd.gov Microsoft Internet Information Server (IIS) Hosts Non-Cable County Montgomery Video/Audio Content Server is maintained by Department of Technology Services



County Web Portal Intranet Web Server

portal.mcgov.org
Microsoft Internet Information Server (IIS)
ASP.NET Framework 2.0/3.5 or better
Hosts content and application templates
Server is maintained by Department of Technology Services



Alert Montgomery Internet Web Server

alert.montgomerycountymd.gov Hosts Roam Secure's (PHP) alert system application Maintained by the Office of Emergency Management and Homeland Security



Permitting Services Internet Web Server

permittingservices.montgomerycountymd.gov Microsoft Internet Information Server (IIS) Hosts Permitting Services Content and Applications Maintained by Department of Permitting Services



Recreation Internet Web Server

recweb.montgomerycountymd.gov
Microsoft Internet Information Server (IIS)
Hosts Recreation's content and applications (registration/payment)
Maintained by Department of Technology Services



Transportation Management Center (TMC) Internet Web Server

atms.montgomerycountymd.gov Hosts TMC traffic camera applications Maintained by Department of Transportation



County ArcGIS 10.x Internet Map Server

www5.montgomerycountymd.gov
Microsoft Internet Information Server (IIS)
ESRI ArcGIS Server 10.x
Hosts Interactive maps (i.e. Snow Removal)
Server is maintained by Department of Technology Services



County ArcIMS Internet Map Server

gis2.montgomerycountymd.gov Microsoft Internet Information Server (IIS) ESRI ArcIMS Server 9.3.1 Hosts Interactive map applications Server is maintained by Department of Technology Services



County ArcGIS 9.x Internet Map Server

gis3.montgomerycountymd.gov
Microsoft Internet Information Server (IIS)
ESRI ArcGIS Server 9.x
Hosts Interactive map applications
Server is maintained by Department of Technology
Services





Application Design & Development Guide Web Portal Domain Servers (Production)

- County application developers may request access to County Internet web application production servers by completing a request form on the Web Portal Collaboration Web Site
- Only authorized personnel will be granted access to production servers
- The DTS Server Team will provision access to the servers upon request if approved



PRIMARY COUNTY WEB SERVER (NEW) WWW.MONTGOMERYCOUNTYMD.GOV

- WINDOWS 8 SERVER
- MICROSOFT IIS 7.X OR BETTER / URLSCAN
- ASP.NET FRAMEWORK 3.5 OR BETTER
- KESTDES IN THE NEW TWIEKNET DW
- SSL CERTIFICATE / VM IS MAINTAINED BY DTS
- HOSTS APPLICATION TEMPLATES AND CONTENT
- NETWORKED WITH INTERNET APPLICATION SERVER
 TO SHARE APPLICATION TEMPLATE FRAMEWORK



COUNTY INTERNET APPLICATION SERVER (NEW) WWW2.MONTGOMERYCOUNTYMD.GOV

- WINDOWS 8 SERVER
- MICROSOFT IIS 7.X / URLSCAN
- ASP.NET FRAMEWORK 2.0/3.5 OR BETTER
- HOSTS ASP AND ASP, NET APPLICATIONS
- SERVER IS MAINTAINED BY DTS
- RESIDES IN THE NEW DMZ
- APPS DEPLOYED BY THE SERVER TEAM



COUNTY INTRANET WEB SERVER (NEW)

NEWPORTAL MCGOV. ORG

- WITHITHOWING & CEDIVED
- ASP.NET 2.0/3.5 FRAMEWORK
- MICROCOCT UC 2 V OR RETTER
- MICKOSOFI IIS / X OK BETTER
- ONLY APPROVED WEB FILES ALLOWED





Application Design & Development Guide Enterprise Database Servers

Enterprise Host Infrastructure (EHI) PRODUCTION DATABASE SERVERS COUNTY DATABASE SER SQL SERVER 2005 MCG-SQL07 SERVER MAINTAINED BY DTS COUNTY DATABASE SERVER MCG-SQL08 COUNTY DATABASE SERVER MCG-SQL09 SERVER MAINTAINED BY DTS DEVELOPMENT AND STAGING DATABASE SERVERS COUNTY DATABASE SERVER MCG-SQL03 DEV MCG-SQL11 DEV MCG-SQLX STAGING

- DTS Server Team maintains County Microsoft SQL Server 2005, 2008 + Database Servers
- Database Security recommendations
 - Stored procedures, views, etc... should be used by application developers to prevent web application security vulnerabilities (injection attacks)

Web Portal Program

- Web Portal applications need to have minimal database access privileges to select / filter data in a view or to execute a stored procedure
- Direct access (insert, delete, update, etc..) to SQL Server database tables are not recommended
- Developers may request access to development database servers by completing a database access form hosted on the Web Portal Collaboration Web Site
- Requests to deploy databases to production may also be completed through the Web Portal Collaboration web site
- A new SQL database staging server will be created primarily for testing





Application Design & Development Guide Deploying Web Portal Applications

- Web Designers or Application Developers can submit an application deployment request using the application deployment request form hosted in the Web Portal Program Collaboration Web Site
 - Only the file types listed in this document will be deployed on County Web Portal Domain Servers
 - o Databases will be deployed as well along with the application if applicable
 - DTS Server Team deploys applications
- For ASP.NET applications...
 - Microsoft Visual Studio 2005+, through the ASP.NET 2.0/3.5 + frameworks, offers
 County application developers the options to build and deploy applications using one of
 two models; a web application project model or a web site project model
 - The .NET web application model (.dll) is the most frequently used and is the most preferred method to develop, test, and deploy County .NET web applications
 - County-built ASP.NET applications are currently deployed on Microsoft Internet Information Server (IIS) version 6.x or better web servers running ASP.NET 2.x or better application servers
 - The County-Defined Template Framework should be used to build ASP.NET applications



Application Design & Development Guide Web Application Development Methods

- Establish an Application Development Methodology to:
 - Capture business processes and document application requirements
 - Assess risk and architect/design application accordingly
 - High risk applications and databases are typically deployed in the County Enterprise Host Infrastructure (EHI) Single Sign-On Environment
 - A few high risk applications are deployed in the Web Portal Domain County Intranet Web Server and use the Active Directory for authentication
 - Low risk applications are deployed in the Web Portal Domain Internet and in the EHI as well
 - Define access control and privileges for authentication and authorization
 - Build application prototypes
 - Test application prototypes with stakeholders to ensure data quality, performance, availability, interfaces, usability, and security
 - o Deploy applications in accordance with the Deployment Domain Architecture
 - Baseline configuration (documents and source control)
 - Provide operational support for and monitor / maintain application





Web Portal Program Application Design & Development Guide Template Integration Access Requests

- System Administrators and Site Administrators will be able to request access to the web portal template framework in order to integrate the framework with their applications
 - Template framework integration requests will be made through the Web Portal Program Collaboration Web Site
 - DTS-ADT maintain the templates and will work with Site Administrators and their application developers (i.e. in-house staff or contractors) to satisfy their access needs
 - Use County-Defined Framework to build ASP.NET applications
 - Virtual directories will be established to refer to the template framework (.dll) hosted on the www.montgomerycountymd.gov





Web Portal Program Application Design & Development Guide Template Design Change Requests

- System Administrators and Site Administrators will be able to request web portal template design modifications, including portlet additions
 - Template modification requests will be made through the Web Portal Program Collaboration Web Site
 - Portlets or user controls (i.e. vertical and horizontal menus) may be made available upon request and added to site templates
 - System Administrators and Site Administrators will be able to view template attributes such as the template's name, type, and last time the template was updated using the Content Management System





Web Portal Program Application Design & Development Guide References

- California Department of Education. Web Application Development Standards. February, 2009. California Department of Education Web Site. Last Viewed on August 8, 2011. File type: ASP.
- Department of Health and Human Services United States of America. <u>Usability.Gov</u>. August 2011. Usability.gov Web Site. Last Viewed on August 8, 2011. File type: HTML.
- W3Schools.com Web Site. <u>UTF-8</u>. Last Viewed on August 8, 2011.



- Case Studies Create and develop case studies about projects that have achieved different levels of
 certification and the Design for Life features that were included for the level of accessibility achieved.
 Case studies are to include descriptions of the accessibility features included installed and total tax
 credits provided.
- j. *Materials* Complete at least 2 brochures/year on the Design for Life program and accessible features in English, Spanish, Vietnamese, and Chinese.
- k. Other Contractor Responsibilities
 - i. Maintain weekly communications with the Department to ensure that needs are being met and identify additional marketing and public relations opportunities;
 - ii. Develop a detailed strategy and timeline for each element of the strategy for promoting and marketing the Design for Life programs;
 - iii. Attend at least one meeting/month either at events or with stakeholder partners to develop, launch and advance the Design for Life program stakeholders include:
 - 1. Commission on People with Disabilities
 - 2. Maryland National Capital Building Industry
 - 3. Montgomery County Builders Association
 - 4. Potomac Valley Architect's Association
 - 5. Montgomery County Board of Realtors
 - 6. Habitat for Humanity
 - 7. Chamber of Commerce
 - 8. National Association of Remodeling Industry (NARI) local chapter
 - 9. Montgomery County Builders Association (custom builders)
 - 10. Department of Health and Human Services
 - 11. Department of Finance
 - iv. develop a method to evaluate the DFL Incentive Program to include an evaluation tool measure the success and data collection processes on program status.
 - v. Other responsibilities as may relate to the promoting, marketing, implementing or supporting the Design for Life program.

Task II: Website Development and Technical Guidance (30%)

Website – develop, update and maintain a website compliant with County requirements (see ATTACHMENT J) with information on the Design for Life program, forms, applications and other information to help facilitate the Design for Life program. The website must be approved by DPS. The website must be compliant with County Requirements: using County website/server, via a development environment, and website must be developed in ASP.NET.

Work under Task II for website development and technical guidance may entail contact/coordination with our Department of Technology Services and Permitting Services IT Team by telephone, e-mail, on site visits and follow-up. The degree of development and technical assistance that will be required to complete the certification process will vary. Compensation for this task will be based on hourly fees for actual time spent to perform services as agreed to in the Contract resulting from this solicitation.

Attachment J is the County's Web Portal Program Application Design and Development Guide.

The Contractor will be responsible for the DFL Incentive Program website development and technical guidance services which include, but may not be limited to:

Analyze, design, develop, test, document and provide to the County a website to describe the DFL Incentive Program in accordance with County approved policies and procedures for program requirements. Documentation of the website development process is necessary and may include, but not be limited to information provided by the DPS partners, home owners/business, photographs, other similar jurisdictional programs with comparable or relevant DFL programs.

- (a) Website must, at a minimum, include the following specifications:
 - Create a pilot website for the DFL Incentive Program that is compatible with and integrated with the current Department of Permitting Services website.
 - Website will be owned and operated by DPS upon start of work for the contract term.
 - Maintenance of the website is also required.
 - Describes the DFL Incentive Program.
 - Defines certification program levels to include Bronze, Silver, Gold, and Platinum.
 - Includes link to a disclosure template for the public for the types of improvements for which credits are available.
 - Includes calculator to estimate the amount of credit for selected accessible features, Level I and Level II Accessibility Standards.
 - Includes link(s) to DPS' online applications and forms for all applicants to download to apply for the DFL Incentive Program.
 - Includes testimonials of successful Design for Life or accessibility projects.
 - Provides to the County telephone and on-site technical guidance and support as part of the website development and program certification.

Task III: Task Orders (10%)

Other Task Order Assignments: As additional required work within the general scope of this Contract is identified by the County, the County may request a proposal for the performance of additional work related to the DFL Incentive Program from the Contractor. In response to the County's request, the Contractor will provide a proposal which must include, at a minimum, the scope of work for the task, key personnel requirements, project schedule, deliverables, and number of hours based on fully burdened personnel and direct costs. Upon the acceptance of such proposal by the County, and at the County's sole discretion, the County will issue a separate purchase order and notice to proceed for the additional assigned tasks. Please note that the County does not guarantee issuance of any additional tasks beyond the initial task assignments under this Contract. The Contractor must not begin work on any additional task order unless and until a separate purchase order has been issued from the Office of Procurement and a Notice to Proceed has been provided by the DPS.

- B. <u>Status reports</u>: For the purpose of documenting the progress of the project and justifying project costs associated with the work, the County will require monthly progress reports detailing all tasks in progress and state of completion of each task with a brief description of work remaining, which must be submitted to the Contract Administrator. The report must include information required for all Tasks worked on and a brief description of any problems encountered and a resolution. The report format must be detailed and correspond to all pay items invoiced in any given period and, the form and substance of which, must be approved by the Contract Administrator.
- C. <u>Project Meetings:</u> The Contractor must meet periodically (but no less than weekly during the first six months of the Term and monthly thereafter unless directed otherwise by the Contract Administrator) with the County's Contract Administrator when reasonably requested by the County. Meetings shall be at the County Offices, unless otherwise directed by the County. Attendees shall be determined by the County's Contract Administrator. Meetings that the Contractor may be asked to attend include, but are not limited to: status and progress meetings; debriefing meetings, issues related to data confirmation or quality assurance, etc.
- D. <u>Key Personnel:</u> The Contract must identify the Contractor's key personnel and their expected roles in performing work under the contract. The Contractor must identify, at a minimum
 - •a single point of contact for contract administration
 - •a qualified/technical advice lead with financial and program certification development (*knowledge/experience in accessibility home improvements).
 - •a qualified marketing/outreach lead
 - •a qualified internet website developer (use of graphic tools, web server, database administration)

If it should become necessary to replace any of these individuals, the Contract Administrator must be notified in writing within ten (10) business days. The new representative's qualifications and experience must be at least equal to those of the replaced member. It will be the responsibility of the Contractor to ensure no delays in the certification process due to personnel replacements. The new individual's tasks and responsibilities under this Contract must be the same as those of the replaced individuals; and the billing rate must not exceed that of the replaced individual.

4. Contractor's Qualifications

The Contractor must possess the following qualifications:

- A. Marketing, public relations, and media relations experience for signature public or social benefit programs.
- B. Knowledge in state of the art, successful web design to include social media features.
- C. Experience in program development, management and evaluation.
- D. Knowledge of promoting incentive programs with outreach to targeted audiences.

5. Contractor's Responsibilities

- A. The Contractor must advise the County in writing of any business or personal affiliations or relationships between the Contractor and any business applying for certification and receive the County's authorization to proceed prior to providing services to that business.
- B. The Contractor may not release, either in written or verbal form, any information including, but not limited to forms, reports, analyses, summaries related to work under this Contract, the Design for Life Incentive Program or any businesses being certified, without prior written authorization from the County.
- C. Businesses may be contacted only for the explicit use of certification services as outlined in the Scope of Work for the duration of this Contract, unless otherwise authorized by the County.
- D. The County is to own all program materials, contacts, electronic databases, data, programs etc., resulting from the performance of work under this contract and such materials must be submitted to Montgomery County in a fully usable format upon termination of the contract. As owner of such material, the County may freely make use of all program materials, contacts, electronic databases, data, programs etc., resulting from the performance of work.
- E. The Contractor must assure that any third-party reference or resource materials used are accredited to their source and that work product developed under the contract does not infringe any intellectual property protections.
- F. The Contractor must not take any action on behalf of the County or represent the County or the DFL Incentive Program without explicit authorization of the Contract Administrator.
- G. The Contractor must notify the Contract Administrator immediately of any issues or impediments that may cause delays in meeting task order schedules, or that may have an effect on the DFL Incentive Program.

6. County Responsibilities

- A. The County will be responsible for administering the DFL Incentive Program and for determining homeowners or businesses that have met the program certification requirements.
- B. The County will be responsible for the approval of announcements, outreach, and media relations.
- C. The County will give prompt written notice to the Contractor if the County observes or otherwise becomes aware of any fault or defect in services being provided for or nonconformance with the Country's requirements under this Contract.

- a. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- e. Metropolitan Washington Council of Governments Rider Clause Attachment B
- f. Minority Business Program and Offeror's Representation Attachment C
- g. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract** can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.
- h. Description of organization's experience as it relates to the Scope of Services described in the RFP. The description must indicate the following:
 - a. The offeror's history, purpose, and areas of expertise, especially as it relates to:
 - i. Experience in assisting a culturally diverse population to understand complex, technical legislation, policies and procedures
 - ii. Experience in website development.
 - iii. Experience in developing and maintaining programs.
 - iv. Experience in promoting businesses to target audiences, to include writing technical guidelines for non-technical audiences.
 - b. A description of a similar program development and marketing services work performed for at least two projects completed within the last five years including a sample of work.
- i. Proposed methodology for the certification process (Task 1).
- j. Based on your professional experience, please provide an estimate of how much time would be required to provide technical guidance and certification/verification services for Tasks 1 and 2 on the Provision of Cost Data (Attachment I)
- k. A description of project staffing and organizational capacity, including key personnel.
- 1. Proposed methodology of how to mark the DFL Program to audiences (ie.....developers, contractors, and residences).
- m. Provision of Cost Data using Attachment I Costs for consulting services based on a full burdened. (Including overhead, profit, etc....) costs of each member of your team assigned to each project.

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) Attachment E
- c. Certificate of Insurance (see Mandatory Insurance Requirements) Attachment F Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.

SECTION G - COMPENSATION

The Contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County.

- A. Compensation
 - 1. The base prices for compensation will be based on the proposal submitted in response to this solicitation. The County reserves the right to negotiate final fees and maximum number of hours required for work. The County will not pay any mark-up or fees on Other Direct Costs (ODC).

ATTACHMENT J

Web Portal Program Application Design and Development Guide

(Added by Solicitation Amendment #1)

Notice to Offerors Local Small Business Reserve Program (LSBRP) Notice

REQUEST FOR PROPOSAL #1041220

for

Consulting Services for Design for Life Tax Incentive Program

This solicitation is reserved for only self-certified local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP website at (www.montgomerycountymd.gov/LSBRP).

LSBRP criteria are based on a firm's location, ownership status, and the level of pre-existing contracts with the County. Submitting a proposal constitutes willfully stating your firm is a self-certified Local Small Business. Therefore, if you wish to submit a proposal for this solicitation adhering to the LSBRP, you must:

- Self-certify as a LSBRP firm prior to the proposal's due date. If your LSBRP self-certification is not registered prior to the proposal's due date, then your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP website (www. montgomerycountymd.gov/LSBRP) and follow the instructions under "Register".
- 2. After the RFP closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of its business location(s) (if more than one),
 - number of employees by location
 - annual gross revenue of the business for the past three fiscal years.

(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

Request for Proposals #1041220 for

Consulting Services for Design for Life Tax Incentive Program

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. <u>If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.</u>

As noted in Attachment "G" (Section A on Page G2, <u>Wage Requirements Compliance</u>), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov/OBRC), and clicking on "Living Wage Law".



REQUEST FOR PROPOSALS #1041220

for

Consulting Services for Design for Life Tax Incentive Program

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and four(4) copies of your proposal must be submitted in a sealed envelope/package no later than 3:00pm on September 4, 2014 to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will be an optional pre-submission conference at 1:00pm on August 21, 2014 at 255 Rockville Pike, 2nd Floor (Strathmore Room) Rockville, MD 20850.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the Scope of Services contained in this solicitation, please contact Reginald Jetter at (240) 777-6275.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Peter Schuler at (240) 777-9944.

This is a Services Contract (see Section A, Services Contract):

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RFP #1041220 TABLE OF CONTENTS

Acknowledgm	nent	4
Name and Sig	nature Requirements for Proposals and Contracts	
Acknowledgm	nent of Solicitation Amendments	
Section A	<u>Instructions, Conditions and Notices</u>	5
	Acceptance Time	
	Acknowledgment	
	Contract Documents	
	Determination of Responsibility	
	Joint Procurement	
	Late Proposals	
	Minority, Female, Disabled Person Program Compliance	
	Montgomery County Code and Procurement Regulations	
	Optional Pre-submission Conference	
	Payment Terms	
	Proposals	
	Proposal Withdrawal/Modification	
	Proprietary & Confidential Information	
	Protests	
	Public Posting	
	Qualification of Offerors	
	Questions	
	Services Contract	
	Solicitation Amendments	
	Solicitation Preparation Expenses	
	Verbal Explanations	
Section B	General Conditions of Contract Between County and Contractor	10
	Accounting System and Audit, Accurate Information	
	Americans with Disabilities Act	
	Applicable Laws	
	Assignments and Subcontracts	
	Changes	
	Contract Administration	
	Cost & Pricing Data	
	Disputes	
	Documents, Materials and Data	
	Duration of Obligation	
	Entire Agreement	
	Ethics Requirements/Political Contributions	
	Guarantee	
	Hazardous and Toxic Substances	
	Health Insurance Portability and Accountability Act (HIPAA) Compliance	
	Immigration Reform and Control Act	
	Inconsistent Provisions	
	Indemnification	
	Independent Contractor	
	Inspections	
	Insurance	
	Intellectual Property Approval and Indemnification - Infringement	

TABLE OF CONTENTS

		Non-Conviction of Bribery	
		Non-Discrimination in Employment	
		Payments	
		Personal Property	
		Termination for Default	
		Termination for Convenience	
		Time	
		Work Under the Contract	
		Workforce Safety	
Sec	ction C	Scope of Services	16
		Background	
		Intent	
		Statement of Work	
		Contractor's Qualifications	
		Contractor's Responsibilities	
		County's Responsibilities	
		Reports	
		Deliverables/Milestones	
Sec	ction D	Performance Period	20
		Term	
		Price Adjustments	
Sec	ction E	Method of Award/Evaluation Criteria	21
50.		Procedures	21
		Evaluation Criteria	
Sec	ction F	Submissions	22
50		Proposal Submissions	22
		Award Submissions	
Sec	ction G	Compensation	23
	ction H	Contract Administrator	24
50		Authority	24
		Using Department	
Sec	ction I	Ethics	25
50	Zuon i	Ethics	23
ΛТ	TACHM	ENTS	
	Reference		A1
			B1
	-	litan Washington Council of Governments Rider Clause Business Program & Offeror's Representation	C1
		-Owned Business Addendum to the General Conditions of Contract	D1
υ.	_	County and Contractor, and its companion document entitled Minority,	DI
		· · · · · · · · · · · · · · · · · · ·	
Б		Disabled Person Subcontractor Performance Plan	E1
		s Certification of Cost and Price	E1
		ry Insurance Requirements	F1
G.	_	equirements for Services Contract Addendum to the General Conditions of	G1
		Between County and Contractor, and its companion documents entitled	
	_	Requirements Certification" and "501(c) (3) Nonprofit Organization's	
т т		e's Wage and Health Insurance Form"	774
H.		g Wage Requirements for Construction Contract Addendum to the General	H1
т		ns of Contract between County and Contractor	**
I.	Provisioi	n of Cost Data	I1

Montgomery County, Maryland Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment <u>may be rejected</u>. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's

option, be made applicable in any contract issued as a result of this solicitation. Business Firm's Typed Name: Printed Name and Title of Person Authorized to Sign Proposal: Date: Signature: NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following: All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor. By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS The Offeror acknowledges receipt of the following amendment(s) to the solicitation: Amendment Number Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

- 1. General Conditions of Contract between County & Contractor.
- 2. Minority Business Program & Offeror's Representation.
- 3. Minority-Owned Business Addendum to the General Conditions of Contract between County & Contractor.
- 4. Minority, Female, Disabled Person Subcontractor Performance Plan.
- 5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
- 6. Wage Requirements for Services Addendum and Wage Requirements Certification
- 7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

- 1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
- 2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
- 3. The integrity, reputation, and experience of the offeror, and its key personnel;
- 4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
- 5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

- 6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
- 7. The certification of an appropriate accounting system, if required by the contract type;
- 8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
- 9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)

Montgomery College (MC)

Montgomery County Public Schools (MCPS)

Montgomery County Revenue Authority

Montgomery County Housing Opportunities Commission (HOC)

Washington Suburban Sanitary Commission (WSSC)

Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of <u>all</u> grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee.

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp_periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

- 1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
- 2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
- 3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:
 - (1) serve as liaison between the County and the contractor;
 - (2) give direction to the contractor to ensure satisfactory and complete performance;
 - (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
 - (5) accept or reject the contractor's performance;
 - (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
 - (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and

- (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52(a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52(b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52(c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contract in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

TABLE A. - INSURANCE REQUIREMENTS

(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	Over 1,000
Workers Compensation (for				
contractors with employees)				
Bodily Injury by	100	100	100	C.
Accident (each)		100	100	See
Disease (policy limits)	500 100	500 100	500 100	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles) Bodily Injury	100	250	500	
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment
deddenote of \$20,000				

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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^{*}Professional services contracts only

TABLE B. - INSURANCE REQUIREMENTS

(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

Over

<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	1,000
300	500	1,000	See Attachment

Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

(Remainder of Page Intentionally Left Blank)

22. <u>INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT</u>

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY. PMMD-45. REVISED 04/01/10

SECTION C – SCOPE OF SERVICES

1. Background

The Montgomery County Department of Permitting Services (DPS) is launching a revised Design for Life (referred to as "DFL" or "Design for Life") Incentive Program intended to increase the stock of visitable and livable housing in Montgomery County through tax incentives, promotion of Design for Life principles and businesses engaged in providing housing that meets Design for Life standards and through collaboration with stakeholder partners. The tax credits element of the program is authorized by Council Bill 5-13, Property Tax Credit - Accessibility Features. The bill details the property tax and impact tax credits of the Design for Life program which are intended to incentivize builders and property owners to install accessibility features in existing and new construction. A key objective of the Design for Life program is to increase the stock of existing and new residences usable by people of diverse abilities.

The enhanced program couples promotion of DFL projects, designers and builders with tax credits to help offset the cost of accessible improvements. Credits against School Impact Tax are available to help offset developer costs associated with providing visitable housing. Property tax credits are available for DFL improvements that make new housing achieve certain levels of accessibility and for accessible retrofits to an existing home. The program is structured to stimulate the demand for, production and marketing of accessible housing and to encourage homeowners/contractors to include DFL features by making accessible improvements more affordable.

The Department of Permitting Services (DPS), with assistance from stakeholders, will design, develop, implement and evaluate the DFL certification program for architects, builders and developers who have achieved the Level I and II Accessibility Standards certifications. The program will provide varying levels of credit and promotion based on the participation levels, fast track permits for accessible units, and help raise awareness about the need for and production of housing units with accessibility features. DPS continues to work with the County Finance Department on procedures for application and issuance of a property tax credit and/or school impact tax credit for accessibility features, Level I Accessibility Standards (visit-able residences). The program is for public/private participation for all interested. For more information about the DFL Incentive Program please go to the links below:

http://www6.montgomerycountymd.gov/content/council/pdf/bill/2013/Packets/20131119_6b.pdf

Council Bill 5-13:

http://www6.montgomerycountymd.gov/content/council/pdf/bill/2013/Packets/20131119 6b.pdf

Department of Permitting Services Design for Life Tax Incentive Program: http://permittingservices.montgomerycountymd.gov/DPS/designforlife/DesignForLife.aspx

2. Intent

Montgomery County seeks proposals from qualified firms to provide marketing services, create campaigns for the DFL program, develop and maintain a website to serve as a complete design for life resource, marketing and tracking tool, develop certification programs and information on the certification program consistent with the provisions of Council Bill 5-13 and to provide support, staffing and coordination for a DFL workgroup comprised of a wide range of stakeholder interests to help advance, implement and oversee the DFL program and help assure the program's success through related services.

The Contractor will help with all aspects of program development, marketing and implementation including stakeholder coordination, program promotions, website design and maintenance, development of forms, processes and reports and other services as necessary to successfully implement the DFL program. It is expected that the County can rely on the Contractor's expertise in the subject area for a timely and accurate completion of tasks in accordance with the Statement of Work defined below.

3. Statement of Work.

A. <u>Task Assignments</u>: The County requests proposals from firms that can plan and execute an integrated education, outreach and marketing strategy to implement and promote the DFL program and its participating projects and to help to encourage participation. The selected contractor will develop an overarching program to submit to the County for approval prior to implementation. The contractor, and any sub-contractors will be expected to provide at least the following:

Task I: Develop and Promote the DFL Incentive Program (60%)

- a. *Marketing campaign* Create and execute an integrated education, outreach and marketing campaign for the DFL program and all of its components.
- b. *Media strategy* Develop and execute an integrated media strategy, including a mass media communications plan, including creative development and production. Unless directed otherwise, actual media placement should not be included in the Scope or price proposal, as the County will directly pay these media outlets.
- c. *Public relations* Develop and execute a public relations plan designed to extend the reach of the Design for Life program. Develop and execute an outreach strategy, that may include community-based partners, outreach opportunities such as grassroots outreach events and presentations, participation in special events, sponsorships/advertisements, community events and newspaper supplements.
- d. *Media relations* create an average of one or two news releases or bulletins per month for distribution to local media outlets.
- e. Social Media Develop and manage a website, Facebook, Twitter and other social media accounts for the Design for Life program. DPS staff must approve all content that is posted on any social media sites. Any questions/comments that are received as a result of a posting must be provided to DPS for appropriate response/information. The County is looking to use these outlets primarily to educate the public and stakeholders, provide Design for Life information, encourage program participation and promote projects, designers, builders and developers that have achieved different levels (bronze, silver, gold and platinum) of participation.
- f. Newsletters/reports to the Community create format of newsletter and/or report and detail on what information should be included (including for example, but not limited to participating projects, extent of tax credits, information on types of DFL and accessibility features for which tax credits have been provided). Reports may be distributed to elected officials, included on a website and be used to help promote the Design for Life program and projects, designers, builders and developers that participate in the Design for Life program. DPS must approve the format of the report and proof prior to distribution.
- g. FAQs develop frequently asked questions and responses to help provide information about the Design for Life program and the tax credits associated with the program.
- h. *Videos* DPS is looking to have several (at least (4) short videos created, per calendar year, on programs and offerings.

- i. *Case Studies* Create and develop case studies about projects that have achieved different levels of certification and the Design for Life features that were included for the level of accessibility achieved. Case studies are to include descriptions of the accessibility features included installed and total tax credits provided.
- j. *Materials* Complete at least 2 brochures/year on the Design for Life program and accessible features in English, Spanish, Vietnamese, and Chinese.
- k. Other Contractor Responsibilities
 - i. Maintain weekly communications with the Department to ensure that needs are being met and identify additional marketing and public relations opportunities;
 - ii. Develop a detailed strategy and timeline for each element of the strategy for promoting and marketing the Design for Life programs;
 - iii. Attend at least one meeting/month either at events or with stakeholder partners to develop, launch and advance the Design for Life program stakeholders include:
 - 1. Commission on People with Disabilities
 - 2. Maryland National Capital Building Industry
 - 3. Montgomery County Builders Association
 - 4. Potomac Valley Architect's Association
 - 5. Montgomery County Board of Realtors
 - 6. Habitat for Humanity
 - 7. Chamber of Commerce
 - 8. National Association of Remodeling Industry (NARI) local chapter
 - 9. Montgomery County Builders Association (custom builders)
 - 10. Department of Health and Human Services
 - 11. Department of Finance
 - iv. develop a method to evaluate the DFL Incentive Program to include an evaluation tool measure the success and data collection processes on program status.
 - v. Other responsibilities as may relate to the promoting, marketing, implementing or supporting the Design for Life program.

Task II: Website Development and Technical Guidance (30%)

Website – develop, update and maintain a website compliant with County requirements (see below for coordination) with information on the Design for Life program, forms, applications and other information to help facilitate the Design for Life program. The website must be approved by DPS.

Work under Task II for website development and technical guidance may entail contact/coordination with our Department of Technology Services and Permitting Services IT Team by telephone, e-mail, on site visits and follow-up. The degree of development and technical assistance that will be required to complete the certification process will vary. Compensation for this task will be based on hourly fees for actual time spent to perform services as agreed to in the Contract resulting from this solicitation.

The Contractor will be responsible for the DFL Incentive Program website development and technical guidance services which include, but may not be limited to:

(a) Analyze, design, develop, test, document and provide to the County a website to describe the DFL Incentive Program in accordance with County approved policies and procedures for program requirements. Documentation of the website development process is necessary and may include, but not be limited to information provided by the DPS partners, home owners/business, photographs, other similar jurisdictional programs with comparable or relevant DFL programs. The verification process must be initiated within 10 business days following the submission of an application for certification by the business.

- (b) Website must, at a minimum, include the following specifications:
 - Create a pilot website for the DFL Incentive Program that is compatible with and integrated with the current Department of Permitting Services website.
 - Website will be owned and operated by DPS upon start of work for the contract term.
 - Maintenance of the website is also required.
 - Describes the DFL Incentive Program.
 - Defines certification program levels to include Bronze, Silver, Gold, and Platinum.
 - Includes link to a disclosure template for the public for the types of improvements for which credits are available.
 - Includes calculator to estimate the amount of credit for selected accessible features, Level I and Level II Accessibility Standards.
 - Includes link(s) to DPS' online applications and forms for all applicants to download to apply for the DFL Incentive Program.
 - Includes testimonials of successful Design for Life or accessibility projects.
 - Provides to the County telephone and on-site technical guidance and support as part
 of the website development and program certification.

Task III: Task Orders (10%)

Other Task Order Assignments: As additional required work within the general scope of this Contract is identified by the County, the County may request a proposal for the performance of additional work related to the DFL Incentive Program from the Contractor. In response to the County's request, the Contractor will provide a proposal which must include, at a minimum, the scope of work for the task, key personnel requirements, project schedule, deliverables, and number of hours based on fully burdened personnel and direct costs. Upon the acceptance of such proposal by the County, and at the County's sole discretion, the County will issue a separate purchase order and notice to proceed for the additional assigned tasks. Please note that the County does not guarantee issuance of any additional tasks beyond the initial task assignments under this Contract. The Contractor must not begin work on any additional task order unless and until a separate purchase order has been issued from the Office of Procurement and a Notice to Proceed has been provided by the DPS.

- B. <u>Status reports</u>: For the purpose of documenting the progress of the project and justifying project costs associated with the work, the County will require monthly progress reports detailing all tasks in progress and state of completion of each task with a brief description of work remaining, which must be submitted to the Contract Administrator. The report must include information required for all Tasks worked on and a brief description of any problems encountered and a resolution. The report format must be detailed and correspond to all pay items invoiced in any given period and, the form and substance of which, must be approved by the Contract Administrator.
- C. <u>Project Meetings</u>: The Contractor must meet periodically (but no less than weekly during the first six months of the Term and monthly thereafter unless directed otherwise by the Contract Administrator) with the County's Contract Administrator when reasonably requested by the County. Meetings shall be at the County Offices, unless otherwise directed by the County. Attendees shall be determined by the County's Contract Administrator. Meetings that the Contractor may be asked to attend include, but are not limited to: status and progress meetings; debriefing meetings, issues related to data confirmation or quality assurance, etc.
- D. <u>Key Personnel:</u> The Contract must identify the Contractor's key personnel and their expected roles in performing work under the contract. The Contractor must identify, at a minimum
- •a single point of contact for contract administration
- •a certification/technical advice lead

- •a certified marketing/outreach lead
- •a certified internet website developer (use of graphic tools, web server, database administration)

If it should become necessary to replace any of these individuals, the Contract Administrator must be notified in writing within ten (10) business days. The new representative's qualifications and experience must be at least equal to those of the replaced member. It will be the responsibility of the Contractor to ensure no delays in the certification process due to personnel replacements. The new individual's tasks and responsibilities under this Contract must be the same as those of the replaced individuals; and the billing rate must not exceed that of the replaced individual.

4. Contractor's Qualifications

The Contractor must possess the following qualifications:

- A. Marketing, public relations, and media relations experience for signature public or social benefit programs.
- B. Knowledge in state of the art, successful web design to include social media features.
- C. Experience in program development, management and evaluation.
- D. Knowledge of promoting incentive programs with outreach to targeted audiences.

5. Contractor's Responsibilities

- A. The Contractor must advise the County in writing of any business or personal affiliations or relationships between the Contractor and any business applying for certification and receive the County's authorization to proceed prior to providing services to that business.
- B. The Contractor may not release, either in written or verbal form, any information including, but not limited to forms, reports, analyses, summaries related to work under this Contract, the Design for Life Incentive Program or any businesses being certified, without prior written authorization from the County.
- C. Businesses may be contacted only for the explicit use of certification services as outlined in the Scope of Work for the duration of this Contract, unless otherwise authorized by the County.
- D. The County is to own all program materials, contacts, electronic databases, data, programs etc., resulting from the performance of work under this contract and such materials must be submitted to Montgomery County in a fully usable format upon termination of the contract. As owner of such material, the County may freely make use of all program materials, contacts, electronic databases, data, programs etc., resulting from the performance of work.
- E. The Contractor must assure that any third-party reference or resource materials used are accredited to their source and that work product developed under the contract does not infringe any intellectual property protections.
- F. The Contractor must not take any action on behalf of the County or represent the County or the DFL Incentive Program without explicit authorization of the Contract Administrator.
- G. The Contractor must notify the Contract Administrator immediately of any issues or impediments that may cause delays in meeting task order schedules, or that may have an effect on the DFL Incentive Program.

6. County's Responsibilities

- A. The County will be responsible for administering the DFL Incentive Program and for determining homeowners or businesses that have met the program certification requirements.
- B. The County will be responsible for the approval of announcements, outreach, and media relations.
- C. The County will give prompt written notice to the Contractor if the County observes or otherwise becomes aware of any fault or defect in services being provided for or nonconformance with the Country's requirements under this Contract.

SECTION D - PERFORMANCE PERIOD

1. TERM

The Effective date of this Contract begins upon signature by the Director, Department of General Services. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a two year period. The Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term three times for one year each.

2. PRICE ADJUSTMENTS

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the county sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

1. PROCEDURES

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a.
- b. Vendor interviews will be conducted with all offerors who score a minimum of 100 points based on the QSC's score for each written proposal; the interview criteria that will then be utilized are listed below under Section E.2.b.The QSC will also review an offeror for responsibility.
- c. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's combined written and interview scores and its responsibility determination for each scope of service defined in the solicitation;
- d. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- e. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee, by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the

- Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- g. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

2. E	VALUATION	POINTS
a. W		
T		
1.	1. Experience in assisting a culturally diverse population to understand	
	complex, technical legislation, policies and procedures.	
		20
2.	Experience in website development.	20
3.	Experience in developing and maintaining programs.	
		20
4.	Experience in promoting businesses to target audiences, to include writing	
	technical guidelines for non-technical audiences.	40
5.	Project staffing and organizational capacity, include key personnel.	10
6.	Proposed cost and justification of costs. (ATTACHMENT I)	20
	Highest possible QSC score for written proposal evaluation	130
b. Int	terview Evaluation Criteria	
Th	ne QSC will evaluate the interviews based on the following criteria.	
1.	Demonstrated understanding of the scope of work.	20
2.	Discussion of experience relative to scope of work.	20
3.	Discussion of questions about written proposal.	20
	Highest possible QSC score for interview evaluation:	60
	Total possible combined score for written and interview	190

SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one original and four (4) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):`

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number, fax number, and email address.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)

- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- e. Metropolitan Washington Council of Governments Rider Clause Attachment B
- f. Minority Business Program and Offeror's Representation Attachment C
- g. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.
- h. Description of organization's experience as it relates to the Scope of Services described in the RFP. The description must indicate the following:
 - a. The offeror's history, purpose, and areas of expertise, especially as it relates to:
 - i. Experience in assisting a culturally diverse population to understand complex, technical legislation, policies and procedures
 - ii. Experience in website development.
 - iii. Experience in developing and maintaining programs.
 - iv. Experience in promoting businesses to target audiences, to include writing technical guidelines for non-technical audiences.
 - b. A description of a similar program development and marketing services work performed for at least two projects completed within the last five years including a sample of work.
- i. Proposed methodology for the certification process (Task 1).
- j. Based on your professional experience, please provide an estimate of how much time would be required to provide technical guidance and certification/verification services (Attachment H)
- k. A description of project staffing and organizational capacity, including key personnel.
- 1. Proposed methodology of how to mark the DFL Program to audiences (ie.....developers, contractors, and residences).
- m. Provision of Cost Data using Attachment I Costs for consulting services based on a full burdened. (Including overhead, profit, etc....) costs of each member of your team assigned to each project.

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) Attachment E
- c. Certificate of Insurance (see Mandatory Insurance Requirements) Attachment F Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.

SECTION G - COMPENSATION

The Contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County.

A. Compensation

1. The base prices for compensation will be based on the proposal submitted in response to this solicitation. The County reserves the right to negotiate final fees and maximum number of hours required for work. The County will not pay any mark-up or fees on Other Direct Costs (ODC).

Travel to businesses within Montgomery County for the purposes of accomplishing work under this Contract is incidental and will not be compensated separately.

B. Invoices

- 1. The Contractor must submit written and signed monthly invoices. The Contractor's monthly statement must cover work performed and approved reimbursable expenses only for that month and must include all required documentation and reports. Invoices submitted in good format and approved by the County will be paid in accordance with the County procedures for prompt payment within 30 days of receipt and acceptance. Payment is subject to verification of work performed and upon the County's approval of written monthly invoices and Monthly Progress Reports submitted by the Contractor. If the County objects to any portion of the Contractor's invoice, the County may notify the Contractor immediately and, at the County's discretion, may either pay the approved portion of the invoice or reject the invoice in its entirety and return it to the Contractor for correction.
- 2. The following information, at a minimum, must be included on each invoice, dated and on company letterhead:
 - Contract AND Purchase Order Number
 - Unique, sequential Invoice number of at least four characters
 - Name, telephone number and e-mail of a contact person
 - Signature of Key Personnel
 - Detail for charges by task
 - A statement that all deliverables due and reporting requirements for that period have been submitted.

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services, is the delegated Contracting Officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. Using Department

The contract administrator for the contract(s) resulting from this solicitation will be:

Reginald T. Jetter Division Chief Customer Service Department of Permitting Services 255 Rockville Pike, 2nd Floor Rockville, MD 20850 Phone (240) 777-6275

Along with the duties and responsibilities outlined in Provision G – Contract Administration, of the General Conditions of Contract between County and Contractor, The Contract Administrator's duties include, but are not limited to the following:

- 1. Serve as liaison between the County and Contractor;
- 2. Give direction to the Contractor to ensure satisfactory and complete performance;
- 3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- 4. Serve as Records Custodian for this contract, including Wage Requirements;
- 5. Accept or reject the contractor's performance;
- 6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;

- 7. Prepare required reports;
- 8. Approve or reject invoices for payment;
- 9. Recommend contract modifications or terminations to the Director, Department of General Services;
- 10. Issue notices to proceed; and
- 11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52(b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT A

REFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

FIRM:			
ADDRESS:			
CITY:	STATE:	ZIP:	
CONTACT PERSON:	PHOI	NE:	
NAME OF FIRM:			
ADDRESS:			
CITY:	STATE:	ZIP:	
CONTACT PERSON:	PHOI	NE:	
NAME OF FIRM:			
ADDRESS:			
CITY:	STATE:	ZIP:	
CONTACT PERSON:	PHO	NE:	

ATTACHMENT B

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT: JURISDICTION YES JURISDICTION YES NO Manassas Park, Virginia Alexandria, Virginia Alexandria Public Schools Maryland-National Capital Park & Planning Alexandria Sanitation Authority Commission Arlington County, Virginia Metropolitan Washington Airports Authority Arlington County Public Schools Metropolitan Washington Council of Bladensburg, Maryland Governments Bowie, Maryland Montgomery College Montgomery County, Maryland Charles County Public Schools College Park, Maryland Montgomery County Public Schools Culpeper County, Virginia Northern Virginia Community College District of Columbia OmniRide District of Columbia Courts Potomac & Rappahannock Transportation District of Columbia Public Schools Commission District of Columbia Water & Sewer Prince George's County, Maryland Prince George's County Public Schools Authority Fairfax, Virginia Prince William County, Virginia Fairfax County, Virginia Prince William County Public Schools Fairfax County Water Authority Prince William County Service Falls Church, Virginia Authority Fauquier County Schools & Government, Rockville, Maryland Virginia Spotsylvania County Schools Frederick, Maryland Stafford County, Virginia Frederick County, Maryland Takoma Park, Maryland Gaithersburg, Maryland Upper Occoquan Sewage Authority Greenbelt, Maryland Vienna, Virginia Herndon, Virginia Virginia Railway Express Leesburg, Virginia Washington Metropolitan Area Transit Loudoun County, Virginia Washington Suburban Sanitary Commission Loudoun County Public Schools Loudoun County Sanitation Authority Winchester, Virginia Manassas, Virginia Winchester Public Schools City of Manassas Public Schools

Vendor Name

RFP #1041220 ATTACHMENT C

Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – "Minority Contracting" Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is <u>not</u> to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON FEMALE HISPANIC AMERICAN NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business: Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



Montgomery County MFD Report of Payments Received For Office Use Office of Business Relations and Compliance

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name:	
Prime Contractor Company Name:	
Contract Number/Title:	
Project Location:	
MFD Subcontract Amount: \$	
PLEASE READ CAREFULLY BE	FORE SIGNING
This certifies that for the month of, my company recei	ved \$for work performed, services
rendered and/or materials supplied on the above contract.	<u> </u>
TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: S	
TOTAL PAYMENTS RECEIVED TO DATE: S	\$
Are you experiencing any contract problems with the prime contract?	ontractor and/or the YES NO
project? Comments:	Ш
Comments:	
I certify that the above information is true and accurate to the	hest of my record documentation and
knowledge.	best of my record documentation and
(TYPED/PRINTED COMPANY NAME)	
(TYPED/PRINTED NAME OF COMPANY OFFICIAL)	(TITLE)
(SIGNATURE OF COMPANY OFFICIAL)	(DATE)
() - () -	
TELEPHONE FAX E-MAIL	Mail to: Alvin Boss, Program
	Specialist II 255 Rockville Pike, Ste. 180

ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document "Minority, Female, Disabled Person Subcontractor Performance Plan".

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR PERFORMANCE PLAN

Name:			
Address:			
City:			
Phone Number:	E N 1		Zip:
	Fax Number:		
CONTRACT NUMBER/P	PROJECT DESCRIPTION:		
A. Individual designated assign Plan:	ned by Contractor to monitor ensure C	Contractor's compliance with MF	ED Subcontractor Performance
Name:			
Title:			
Address:			
City:		G	
			Zip:
Phone Number:	Fax Number:	Email: _	
MDOT); Virginia Small, Woma	s (es) listed below are certified by one an and Minority Owned Business (SW Women's Business Enterprise Nation 2.	VAM); Federal SBA (8A); MD/I	DC Minority Supplier
. Certified by:			
Subcontractor Name:			
Subcontractor Name:			
Subcontractor Name: Title:			
Subcontractor Name: Title: Address:			
Subcontractor Name: Title: Address: City:		State:	
Title: Address: City: Phone Number:	Fax Number:	State: Email:	Zip:
Subcontractor Name: Title: Address: City: Phone Number:		State: Email:	Zip:

This subcontractor will provide services:	the following goods and/or		
2. Certified by:			
Subcontractor Name:			
Address:			
City:		State:	Zip:
Phone Number:			
Circle MFD Type:			
AFRICAN AMERICAN FEMALE The percentage of total contrac subcontractor:		DISABLED PERSON NATIVE AMERICAN	
This subcontractor will provide services:	the following goods and/or		
3. Certified by:			
Subcontractor Name:			
Title:			
Address:			
City:			
Phone Number:	Fax Number:	Email:	
CONTACT PERSON:			
Circle MFD Type:			
AFRICAN AMERICAN FEMALE The percentage of total contrac subcontractor: This subcontractor will provide		DISABLED PERSON NATIVE AMERICAN	
services:	the following goods and/of		
Address:			

PMMD-65 Rev. 08/10

City:		State:	Zip:
Phone Number:	Fax Number:	Email:	
CONTACT PERSON:			
Circle MFD Type:			
FEMALE	ASIAN AMERICAN HISPANIC AMERICAN	DISABLED PERSON NATIVE AMERICAN	
The percentage of total contract doll subcontractor: This subcontractor will provide the f services:	-		
E. The following language will be in the use of binding arbitration with language must describe how the	h a neutral arbitrator to resolve	disputes with the minority owned b	
F. Provide a statement below, or on a minority participation through out			eved, and/or the intent to increase
G. A full waiver request must be just	stified and attached.		
Full Waiver Approved:		Partial Waiver Approved:	
MFD Program Officer	Date:	MFD Program Officer	Date:
Full Waiver Approved:		Partial Waiver Approved:	
	Date:		Date:
Director Department of General Services	<u> </u>	Director Department of General Service	
The Contractor submits this MFD Su Minority Owned Business Addendur		•) in accordance with the or.

CONTRACTOR SIGNATURE

USE ONE:	
1. TYPE CONTRACTOR'S NAME:	
Signature	
Typed Name	
Date	
2. TYPE CORPORATE CONTRACTOR'S NAME:	
Signature	
Typed Name	
Date	
I hereby affirm that the above named person is a corporate officer or a designee empo	owered to sign contractual agreements for the
corporation.	
S'	
Signature	
T IN	
Typed Name	
Title	
Date	
APPROVED:	
Director, Department of General Services	Date

Section 7.3.3.4(a) of the Procurement Regulations requires: The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

- 1. A competitively negotiated contract valued at more than \$100,000.
- 2. A non-competitive contract valued at more than \$50,000.
- 3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
- 4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date, and it conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name
Title
Name of Firm
Date of Submission
Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS -

Design for Life Tax Incentive Program -

Develop Certification Process for Design for Life Tax Incentive, Community Outreach, Develop and Maintain Website (compatible with County)

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *one million dollars* (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

Contractual Liability Premises and Operations

Independent Contractors

Products and Completed Operations

Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least *one million dollars* (\$1,000,000) per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland Permitting Services / Teresa Nguyen 255 Rockville Pike, 2nd floor Rockville, Maryland 20850

ATTACHMENT G

Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an onsite inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification

(Montgomery County Code, Section 11B-33A)

E	Business Name						
A	Address						
(City		State			Zip Code	
F	Phone Number		Fax N	umbe	r		
E	E-Mail Address		·				
to mo	nitor your complection B. below)	paces below the contact iance with the County's		ents,	unless		• • •
C	Contact Name			7	Title		
F	Phone Number		Fax Number				
E	E-mail Address						
	wage requirem effective at the include(s) suffi (January, April employees, and payroll period These payroll r worked; daily of	overtime hours worked;	direct measurable med. The proposition wage requirement the prior quarter ployees, governed as Relations and a following: name	e worsal pronts. A submed by the Comple; addington	tk for the kind of	he County, submitted unered employ iffied payrolage Requirer, Attn: Wagposition/title	the wage requirements nder this solicitation ver" must quarterly I records for all ments Law, for each ge Program Manager. e; daily straight time hou
		leductions for each pay	oss wages paid				hourly pay rate; any al net wages paid after a
В.	additions and d	_	oss wages paid period.	for ea	ich per	riod; and tota	al net wages paid after a

	4.	a contract with a nonprofit organization that has qu taxes under Section 501(c) (3) of the Internal Revercomplete item C below).					
	5.	· · · · · · · · · · · · · · · · · · ·					
☐ C.	Th Ac	is Contractor is a Nonprofit organization that is exercordingly, the contractor has completed the 501(c) (d Health Insurance Form which is attached. See Sec	3) Nonprofit C	Organization's Employee's Wage			
	The speed who could be speed with the could be speed was a speed was a speed with the could be speed w	is Contractor is a Nonprofit organization that is optimized in the wage requirements. Accordingly, Contrict it is submitting its price(s) in the IFB, and is submitted in the optimization of the interest of paying its employees, this price(s) will be compared to paying its employees an amount consistent with its eage requirements. This revised information on the duar Nonprofit organization comparison price(s). In organization on the duplicate quotation sheet must be sufference between your price(s) and your Nonprofit ord will not be accepted after the bid opening date. See	tractor is duplication on this variety rate specified orice(s) of anot emption from plicate quotation der to compare abmitted with yeganization correction to the compared or to compare the compared or the	cating the blank quotation sheet on a duplicate form its price(s) to the in the wage requirements. For bid her Nonprofit organization(s) that a paying the hourly rate under the on sheet must be clearly marked as a your price(s), the revised your bid, must show how the inparison price(s) was calculated,			
E.	E. Wage Requirements Reduction (if applicable) This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ See Section 11B-33A(d).						
		Contractor Certify	<u>ication</u>				
33A perfo	of t	ACTOR SIGNATURE: Contractor submits this cert he Montgomery County Code. Contractor certifies the services under the resultant contract with the County mery County Code.	hat it, and any	and all of its subcontractors that			
Sig	natu		Title of Authorized Person				
Typ prir		or name	Date				

PMMD-177 04/10

501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form

Business Name					
Address					
City		State		Zip Code	
Phone			Fax Number		
Number		Tax Nu	illoci		
E-Mail					
Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc., HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

- 1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
- 2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
- 3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
- 4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
- 5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
- 6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
- 7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
- 8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;

- 9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
- 10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;
- 11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
- 12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and
- 13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.
- 14. Where the initial Contract Sum is below the \$500,000.00 threshold, but it is subsequently increased and exceeds the \$500,000.00 threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the \$500,000.00 threshold is subject to the Prevailing Wage Law.
- 15. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES ATTACHMENT I **Provision of Cost Data**

RFP SECTION F-1(m) OF PROPOSAL REQUIREMENTS

Hourly Rate	Estimated # of Hours per Task	Total Cost
	I	
Hourly Rate	Estimated # of Hours per Task	Total Cost
Hourly Rate		
	_	
<u> </u>		
	Rate	Rate per Task Hourly

10141 00010			
Task ·	1 Subtotal		
Task ·	2 Subtotal		
Tuok			
Total	Average	Total Estimated Hours	Total Estimated Cost